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EULA

END USER LICENSE  
AGREEMENT

AMC  
MODULES/PRODUCTS

UK version



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## 1 PARTIES AND SIGNATURES

AMC-Consult A/S

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by: Peter Makki, CEO

Company (Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by: \_\_\_\_\_ (Name / Title in capital letters)

## 2 LICENSE CONDITIONS

AMC hereby gives the Licensee a limited, non-transferable, and non-exclusive right to use AMC's products ("AMC Software") and relevant documentation. The license only covers the Licensee's use of the software, and does thereby not allow the Licensee to transfer this right whether it be by sale, rent or loan etc., or by any other means in which a third party gains access to the use of the software.

The serial number and version number of the Dynamics AX, Dynamics NAV, Dynamics C5, SAP, Oracle Financials or other ERP system that the module is to be used in connection with must be filled out on a registration form before each software order is placed. The right of use sets in upon the submitting of this information.

The Licensee may install and use multiple copies of AMC Software on multiple computers, provided that the Software is used in connection with the ERP systems mentioned above as the case may be, containing the serial number with which the Software has been registered in connection by the Licensee pursuant to the previous paragraph above.

The service(s) included in the existing agreement is contingent on the licensee always having a legal right to use the software. If the licensee does not pay for this/those service(s) when payment is due the licensee's right to use all AMC-Products is completely terminated, and any further use of the software will be a violation of AMC's rights.

The price of the service is the then-current price as published on AMC's website and can be changed without notice.

AMC has the right to transfer its rights and obligations regarding AMC software

### **3 DELIVERY AND COPYING**

#### **3.1 DELIVERY**

The term "delivery" as it is used in the existing License Agreement, pertains to the point in time when AMC has sent the license code to the vendor or the end user.

#### **3.2 COPYING**

The Licensee is allowed to make copies of the software that are necessary for its use, including for the purpose of installation on the Licensee's equipment. The licensee is also allowed to install the software in his test environment, develop environment and for training purpose. Furthermore, the Licensee is entitled to make back-up copies.

The licensee is not entitled to make any other copies and the above-mentioned copies are not to be transferred to a third party. Should the Licensee sell equipment that has the software installed on it the Licensee is responsible for removing the software before handing said equipment over to a third party

## 4 CHANGES AND ALTERATIONS

The Licensee or the vendor is entitled to conduct alterations and adaptations in the Licensee's copies that are necessary and supported by the software, so as to ensure that the software can function properly.

The Licensee must be aware that any alterations/adaptations made in the software that are not conducted by AMC, may consequently not be covered by AMC's liability either totally or partial-ly. It is also possible that alterations/adaptations may cause problems for example in the form of malfunctions, namely in connection with future up-dates etc. from AMC.

## 5 PROCESSING OF DATA

The Customer permits that AMC is processing the Customer's data provided by the Customer in any form and by any means, e.g. (but not exhaustively) through the Customer's use of the Soft-ware as well as the data returned from the corresponding banks and other third parties with which the Software is communicating initiated of the Customer's transactions and use of the Software. "Processing" shall mean any operation or set of operations which is performed upon the data, whether or not by automatic means and includes e.g (but not exhaustively) storing, copying, aggregating, transmitting, encoding, decoding, encrypting, decrypting, translating, calculating, interpreting or by any other means handling the Customer's data for the purposes of performing and delivering the services included in the deliverables of this Agreement.

The Customer acknowledges and war-rants that AMC is entitled to possess and process the data for the purpose of fulfilling this Agreement and the services ordered by the Customer, and that AMC for documentation, security and backup purposes is entitled to keep the data, transactions and metadata regarding the processing of the data as long as AMC decides for retention purposes.

AMC keeps as standard a retention peri-od of maximum 360 days after the data processing, after which period the data is deleted or at least anonymized.

As far as reasonably possible AMC will keep the data and processing metadata and transaction data confidential, and AMC will not without the prior consent of the Customer transfer such data to a third party unless required by law or by court injunction or other similar mandatory authority injunction of disclosure.

AMC is entitled to change the service without prior consent of the customer to prevent abuse, and or prevent threats to the security of the service.

## 6 UTILIZATION OF DATA

AMC warrants and fulfills the obligation to anonymize the Customer's data before any utilizing.

Regarding Customers, AMC reserves the rights and the Customer accepts and permits AMC perpetually, royalty free and without any limits commercially as well as non-commercially to use and utilize the Customer's data in any form and for any purpose including e.g. (but not exhaustively) commercially and statistically using the data, for internal use and for use towards third parties (e.g. other customers) for retransmitting, exposing in public, at websites and as included in AMC services (paid or free), for inclusion in statistic material, surveys, graphs, calculations, comparisons, comparative analysis of financial products and tendencies (historical, current as well as future analyses) and by any other means of commercial or statistical utilization provided that AMC warrants and fulfills the obligation to anonymize the Customer's data before any utilizing. "Anonymize" shall mean a process by which any Customer-identifiable information (CII) is irreversibly altered in such a way that a CII principal can no longer be identified directly or indirectly, either by the CII data controller (AMC) alone or in collaboration with any other party.

## **7 RIGHTS**

### **7.1 IMMATERIAL RIGHTS**

AMC has total copyright of the software, including patent, brand name and all other immaterial rights protected by the copyright act. Any violation of AMC's rights will be considered a serious breach of the existing license agreement. The Licensee is not entitled to break or change any license codes, as well as not being entitled to change or remove module identifying serial numbers, information concerning matters of rights, brand name, and the like.

### **7.2 VIOLATION OF THIRD PARTY'S RIGHTS**

AMC vouches that the AMC Software does not violate any third party's intellectual property rights.

AMC shall indemnify the Licensee against any claim that the normal use or possession of the AMC Software infringes the intellectual property rights of any third party provided that: (i) Licensee notify AMC in writing no later than five (5) days after Licensee have become aware of a claim or a potential claim; (ii) AMC may assume sole control of the legal handling of the claim and all related actions and negotiations and Licensee does not prejudice AMC's defense of such claim; and (iii) Licensee – at Licensee's own cost - provide AMC with the assistance, information and authority, which in the opinion of AMC will be necessary to perform AMC's obligations under this clause.

Notwithstanding the above stated, AMC shall only indemnify the Licensee provided that the claim does not arise as a result of the use of the AMC Software in combination with any software or equipment not supplied or approved by AMC or by reason of any alteration or modification which was not made by AMC or with AMC's prior written con-sent. AMC shall have the right to replace or change all or any part of the AMC Software in order to avoid any infringement.

The above states the entire liability of AMC to the Licensee in respect of the infringement of the intellectual property rights of any third party.

## 8 REPRESENTATIONS AND WARRANTIES

All AMC's own products are standard products that can be used "as are", and AMC is not responsible for whether or not they live-up to the licensee's demands or expectations. It is therefore solely the licensee's responsibility to ensure that the software fulfils the licensee's standards by for example trying a demonstration version of the software.

The licensee does not have the right to transfer the AMC software to a third party without in advance obtaining AMC's written permission. Permission cannot be refused without good reason. Should AMC agree to the transfer, AMC is entitled to demand that the existing License Agreement for the software also be transferred to the third party involved. In connection with the transfer of the right to use the software, the licensee must submit all software covered by the License Agreement, including updates, publications, earlier versions, and all other related material, and the licensee is thereafter no longer entitled to use the software.

## 9 ASSISTANCE WITH FAULTS AND INADEQUACIES

AMC would like to emphasize that it is not humanly possible to produce software that can be applied completely without fault.

It is recommended that the Licensee install and test the software immediately after having received it. For a period of 3 months after delivery AMC guarantees the availability of replacement software, in case of faults in the data media, which contains the software or downloading faults that make it impossible to install the software in accordance with the enclosed instructions etc. But this does not guarantee installation of the software, because the layout etc. of the Licensee's equipment and system might make proper installation difficult or impossible.

Should the Licensee submit a written complaint about important faults in the software that prohibit the software from completing vital functions, AMC is obligated for a period of 12 months after delivery to conduct one of the following 1) without additional costs to deliver a new faultless version of the software, or 2) within a reasonable time period correct the fault without additional costs provided that the fault can be recreated and corrected at AMC, or 3) return the paid license fee for the software to the Licensee, provided that the Licensee returns the software to AMC, and deletes all copies of said software. The correction of faults can include instructions and recommendations that will bypass the problem, so that the fault itself will not be of any further influence on the Licensee's use of the software.

AMC will strive to assist with less important faults and inadequacies. Such corrections etc. will solely take place in the form of future updates. In order to receive such updates in the future the Licensee is obligated to take out a separate Update Agreement.

The right of use is given for the software "as is" and does not include any kind of guarantees, promises, assistance services, or contract breaching rights other than those described above. The licensee is therefore not entitled to submit any claims against AMC regarding matters other than those mentioned above, due to faults and inadequacies in the software, or as a consequence of AMC not correcting such faults and inadequacies, or that the software's performance and efficiency is hindered or faulty

Claims over errors and deficiencies have to be in writing and handed to AMC immediately after the customer has noticed the situation. The customer is to state in precise terms and on request show how the error showed itself.

The customer has to claim within 3 month of the date of delivery. The dead-line is based on the day of installation if the software has been installed by AMC at the customer's location.

## 10 LIABILITY LIMITATIONS

AMC can under no circumstances be held responsible for any indirect or consequential damages for example (but not limited to) loss of expected earnings, loss of profit, goodwill, damage to the licensee's other data or databases, or losses related to any interruption of business that might occur in connection with use or inadequate/faulty performance of the software.

Under no circumstances can AMC be held responsible for compensation exceeding an amount equivalent to the yearly sum of added fees the licensee has paid for the software in question.

The above-mentioned liability renunciation/ limitation also applies to any possible product liability, unless invariable laws specifically hinder such a renunciation/limitation.

AMC is not liable for any faults or inadequacies caused by external factors such as other software or products. Further-more, AMC is not responsible for integration or interaction between the soft-ware and the Licensee's own equipment and hardware.

AMC is not liable for the software's compatibility with new versions, updates etc. of a third party's software.

## **11 LICENSEE BREACH OF CONTRACT**

Should the Licensee not fulfill his or her obligations in accordance with the existing License Agreement for the use of the software, and for, example, violate AMC's copyright by making copies not constituted by the existing agreement or by giving copies of the software to a third party without authorization, the Licensee will be held accountable for compensation in accordance with the standard Danish laws regarding the matter. AMC is entitled to terminate the Licensee's user rights, and the Licensee is obligated to immediately uninstall the related software, including all versions, and no longer has the right to use the software. AMC can claim a minimum compensation, which is equivalent to AMC's standard license fee for the software in question multiplied by 5.

## **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>