
UPDATE 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 THE UPDATE AGREEMENT'S CONDITIONS

The Update Agreement only covers the licensee, who has the legal right to use AMC Software in accordance with the EULA.

Updates and new versions of AMC Software will continuously be released by AMC and will be made available, as will current user manuals and other forms of documents, which will also be continuously updated.

The Update Agreement can only be drawn for AMC Software as stipulated in the License Agreement and not for parts thereof.

Unless otherwise stipulated in existing conditions, the AMC End User License Agreement applies also to the Update Agreement, in terms of liability, new versions etc. that the licensee receives in accordance with the existing agreement.

3 FREQUENCY AND CONTENTS OF THE UPDATE AGREEMENT

AMC will continuously strive to further develop its software, including correct faults and inexpediciencies as well as altering the programs so that these are compatible with new versions of a third party's software, including products.

As AMC has no influence on a third party's software, it is not possible for AMC to guarantee that its software will always be compatible with new versions, releases etc. of a third party's product, but AMC will strive to produce updates simultaneously with releases within a third party's software.

Further development and alterations done by AMC will take place based on the standard version of AMC software, and it will therefore not always be possible to take alterations and adjustments made by the licensee into consideration. This applies even if alterations and special adjustments were made by AMC.

4 FEES AND PAYMENT

The fee for the Update Agreement is configured on the current AMC price list for the time in question.

The update agreement is included the price given for the fee of using the actual banks and or bank accounts.

5 PRECAUTIONARY MEASURES WHEN IMPLEMENTING THE UPDATE AGREEMENT

It is suggested that the licensee follow all of AMC's verbal and written guidelines when implementing updates. There are no other services besides the delivery of updates included in the update fee.

6 UPDATE LIABILITY LIMITATIONS

In regard to the implementing of new versions, updates, patches, etc.; see existing Update-Agreement, AMC can by no means guarantee that the licensee will be able to use sent updates fully and without difficulty if changes have been made in the software's application logic by the licensee or a third party.

AMC does not guarantee compatibility between versions, updates, etc. or their ability to function properly including consequences these may have on special alterations. Furthermore, the End User License Agreement applies to this area as well.

7 GENERAL TERMS

7.1 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>

7.2 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>

7.3 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>

7.4 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