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# RESELLER AGREEMENT

FOR AMC Consult A/S ("AMC") Software and Services

Version: 6

English edition



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## 1 DEFINITIONS

**Agreement** means the present Agreement, the named and enclosed Appendices and all amendments and changes agreed upon by the parties.

**Customer** means an end user that wishes to be licensed to use the Software.

**Reseller** means the company entering into this Agreement with AMC

**Reseller Rights** mean the rights granted the Reseller according to this Agreement to market, distribute, sell and implement the Software.

**End user** means a Customer who has been assigned a license according to AMC's End User License Agreement.

**End User License Agreement (EULA)** means AMC's standard form for licensing their Software to a customer in accordance with the license agreement found at: <https://www.amcbanking.com/agreements>

**Software** means certain AMC Software and services (**General Terms for Supply of Software and Consultancy Services Agreement**) found at: <https://www.amcbanking.com/agreements>

**Software List Price** means the published price for AMC Software and represents the price at which AMC offers the Software to end customers, within or outside of this Agreement.

## 2 THE DISTRIBUTION RIGHTS

AMC grants the Reseller a non exclusive and non transferable right to promote, market and achieve Customer sign ups as End Users of the Software as specified in the **General Terms for Supply of Software and Consultancy Services Agreement** pursuant to the terms of AMC's applicable **EULA**. A copy of the current version can be found at <https://www.amcbanking.com/agreements>.

The Distribution Rights do not include any right to copy or otherwise reproduce the Software.

The Reseller has a non-exclusive right to provide support, hotline and other services in the territory, and the Reseller has a right to sell and market AMC's general support and hotline service and AMC's maintenance service regarding the Software.

The distribution rights include the Reseller's royalty free license according to the EULA to execute the Software, use the services and load, copy or transmit the Software in whole or in part, for purposes which can be strictly defined as for internal evaluation, add on development, customer evaluation or marketing and promotional activities such as fairs and exhibitions.

## 3 THE RESELLER'S OVERALL OBLIGATIONS

In order to meet AMC's general Reseller request, the Reseller is obliged to fulfill the Reseller Requirements corresponding to the Reseller's classification within the reseller categories:

- Partner
- Silver
- Gold

As defined in [Appendix I: Reseller Categories and requirements](#)

The Reseller must meet the Category requirements of education and qualification of employees, staffing the necessary support and hotline team and ensure that the end user is provided proper first level support and hotline and meet all other requirements of the relevant Reseller Category as stated in Appendix I.

Beside the requirement in appendix 1 the reseller must:

- i. ensure that the end user has properly signed up and entered an agreement including End User License Agreement on the AMC website or any other End User sign up procedure as defined by AMC from time to time.
- ii. accept AMC's right to take over projects, on AMC's demand, in whole or in part when or if the project is not performing acceptable.

- iii. use reasonable efforts to exploit the rights granted under this Agreement.
- iv. name AMC as originator to the Software and all said documentation produced by AMC.
- v. ensure that the reseller employees (AMC-Banking consultants) have passed the AMC exam at least the AMC-Banking 1
- vi. Offer AMC-Banking in all sales cases to existing and potential customers
- vii. Having short description of the AMC-Banking on own website and a link to [www.amcbanking.com](http://www.amcbanking.com) as well

## 4 AMC'S OVERALL OBLIGATIONS

AMC will provide the Reseller with access to a Reseller's web-site on which site, AMC will publish relevant documentation, technical information, new releases and new versions and other relevant information regarding the Software.

To the extent possible, AMC will let the Reseller's staff participate in any regularly scheduled AMC technical or marketing program or other training programs. The Reseller will be responsible for the training fees, travel and lodging expenses and all other expenses of his employees while they are enrolled in the AMC training programs.

## 5 SUPPORT AND HOTLINE ARRANGEMENTS

The reseller might have arrangements to ensure support and hotline according to AMC's general terms for support and hotline including first, second and third level support are set up with all customers according to the Reseller's Category.

AMC may provide 2. And 3.level support to the Reseller cf. the Reseller's Category.

AMC also provide any legal license with at least one F.O.C. user access to AMC first level support for the licensee.

## 6 ORDER AND DELIVERY TERMS

The Reseller will expedite the customer's orders of Software by routing the customer through the AMC sign up procedure on an AMC website or another predefined procedure set up by AMC.

AMC will through it's website or other appropriate deliverance channel deliver the Software to the customer, after the customer has been through the ordering procedure as setup by AMC.

## 7 PRICES AND PAYMENT

AMC will invoice the Software to the customer according to AMC's official price list at the date of receiving the order, unless other specifically agreed with the customer.

Any subsequent invoicing is done by AMC directly towards the customer.

The list prices do not include any taxes, VAT or other duties, and the customer shall pay all such claims.

AMC is free to set the prices, and AMC's price list will be revised from time to time. The valid price list will be accessible on AMC's webpage. However, no price increase shall apply to orders already placed by customers.

For the term of this Agreement, the Reseller shall, for all Software distributed under this Agreement and on the behalf of the Reseller, be entitled to a fee as specified in Appendix I, depending on the Reseller's the current Category.

## 8 INTELLECTUAL PROPERTIES

AMC retains all rights so as, but not limited to, copyrights and patent rights.

The Reseller is obliged to promote the Software under the official trade name as stated in the **General Terms for Supply of Software and Consultancy Services Agreement**. The Reseller gains the right to promote and market the Software under the name and by use of the trademark, but the Reseller has the obligation to name AMC as originator to the Software and all said documentation produced by AMC.

All rights to Software add on and enhancements solely produced by the Reseller belong to the Reseller. The Reseller has the obligation to inform AMC about such new functionality and offer to AMC reasonable conditions for either taking over the add-on rights or for entering into a distribution agreement. The parties agree to negotiate in good faith, on a case by case basis, and do their best to agree on acceptable conditions.

## 9 WARRANTIES

AMC warrants to have the right to license the Software to end users and to grant a Reseller-license cf. clause 2 to the Reseller and to have the necessary rights, titles, and licenses to allow the Reseller to perform all rights contemplated by this Agreement.

AMC warrants that the Software is free from all liens or encumbrances, which will overrule or limit the Reseller's rights according to this Agreement.

AMC warrants that the Software does not infringe on any third party's patent, trademark, copyright, trade secret or other statutory or non-statutory proprietary right.

THE FOREGOING WARRANTIES OF AMC ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 10 LIMITATION OF LIABILITY DISCLAIMER

AMC's responsibility and limitation of liability is described in the [EULA](#).

Apart from the content of above mentioned EULA, AMC expressly declines any liability or responsibility, whether expressed or implied, to the Reseller or customer or any third party on account of any injury, loss or damage of any kind – inclusive of product liability or consequential damages or for loss of profit or of good-will – sustained by the Reseller, customer or any third party, arising out of or in connection with this Agreement or the Reseller or customer's practicing the license to use the Software and/or the customised Software granted hereunder.

IN NO EVENT EXCEPT AS STATED IN THE ABOVE SECTIONS SHALL THE PARTIES BE LIABLE TO EACH OTHER FOR ANY DAMAGES RESULTING FROM LOSS OF DATA OR USE, LOST PROFITS OR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

## 11 CONFIDENTIALITY

In connection with this Agreement, both parties will have access to confidential information and other confidential material from the other party. Both parties agree that they, their employees and their subcontractors in all aspects will treat this information as confidential information.

Both parties agree, on the request from the other party, to return all documents or other material, which have been handed out.

The parties shall not issue a news release, public announcement, advertisement, or any other form of publicity concerning this Agreement, or their efforts in connection with this Agreement, without mutual written approval from the other party. Despite this fact, AMC is always entitled to use the Reseller and his projects as reference.

If a party breaches his obligation according to this section it will be considered a serious breach of this Agreement.

The duty of confidentiality will yield for information duties which are required by laws.

## 12 ASSIGNMENT

Neither party can without prior written consent from the other party wholly or partly assign his rights or obligations under this Agreement. Consent cannot be refused unless reasonable cause.

## 13 INTERPRETATION

If any provision of this Agreement is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed separable from the remaining provisions of this Agreement and shall not effect or impair the validity or linkedin enforceability of the remaining provisions of this Agreement.

This Agreement contains the entire agreement of the parties and supersedes any previous understanding or agreement related to this specific agreement, whether written or oral. The parties must agree all changes or modifications to this Agreement in writing.

Content in Appendices supersedes content in this main document.

## 14 GOVERNING LAW AND VENUE

The laws of Denmark shall govern this agreement, and Danish courts shall solve disputes. The jurisdiction shall be AMC's home court, which is the city court in Frederiksberg or the Eastern High Court in Copenhagen.

## 15 TERM AND TERMINATION

This Agreement is effective from the day signed by both parties and will continue thereafter until it is terminated by one of the parties by a 30 day's written notice.

A party may terminate this Agreement immediately without any notice if the other party is in serious breach of any obligations set up in this Agreement and does not remedy that failure within a time limit which shall be indicated by written notice of not less than 14 calendar days.

Warranties and indemnification's made by the parties shall survive any termination or expiration of this Agreement.

Licenses granted to end users under the terms of this Agreement shall survive termination of this Agreement in accordance with the terms of the End User License Agreement and/or any other end user sign up agreements entered into between AMC and end users.

Upon termination, the Reseller will secure AMC a right to take over the Resellers' projects and service agreements as far as possible, but AMC has no obligation to take on such projects.

Upon termination, the Reseller shall immediately return all confidential material, brochure material and other material regarding the Software.

In connection with expiry of this Agreement by notice or what so ever upon change, the Reseller expressly waives any present or future claim for compensation relating to good will, customer relations, market penetration etc.

## 16 LICENSE ADMINISTRATORS

Resellers with reseller agreements have unlimited free service desk users. This enables our resellers to be able to create support cases to solved technical problems for customers.


It is **the appointed license administrators, that has the responsibility to distribute access to the service desk.** Registered license administrators will have access to the service desk themselves, and they can add extra support users under 'license' in the license portal.

Please provide the name and email of your chosen license administrators:

Name	Email

## 17 SIGNATURES

This agreement shall be drawn up and signed in two copies, and each party receives a copy.

Company Name	AMC Consult A/S
VAT	DK16987344
Address	Grundtvigsvej 29, 1864 Frederikberg Copenhagen, Denmark
Authorized person of subscription	CEO, Peter Makki
Signature	

### Reseller

Company Name	
VAT	
Address	
Authorized person of subscription	
Signature	

*When you join the AMC Banking Partner Network, you receive a set of core benefits that can help you save time and money while you strengthen your capabilities, better serve customers, and build connections to reach your full business potential.*

#### Choose your partnership level:

AMC Banking Regular partner

AMC Banking Silver Partner

AMC Banking Gold Partner

As a Silver or Gold partner you get access to different levels of core benefits from AMC Banking. Please take a look at the next page and choose your partnership level.



## 18 Appendix 1

AMC Partner	AMC Silver Partner	AMC Gold Partner
<b>Benefits</b>	<b>Benefits</b>	<b>Benefits</b>
	Access to download section	Access to download section
Access the latest product news and sales resources with no-cost	Access the latest product news and sales resources with no-cost	Access the latest product news and sales resources with no-cost
Support on T&M	Free support.	Free support.
	Get firsthand knowledge of features and capabilities with internal-use software licenses	Get firsthand knowledge of features and capabilities with internal-use software licenses
	Company logo on <a href="http://www.amcbanking.com">www.amcbanking.com</a>	Company logo on <a href="http://www.amcbanking.com">www.amcbanking.com</a>
	Use Technical Presales telephone assistance for competitive assistance	Use Technical Presales telephone assistance for competitive assistance
	Technical Presales Assistance, and Advisory Services from AMC support	Technical Presales Assistance, and Advisory Services from AMC support
<b>Kick Back</b>	<b>Kick Back</b>	<b>Kick Back</b>
		37,5 % on each sold license 10% On the Bank or account fee
<b>REQUIREMENTS</b>	<b>REQUIREMENTS</b>	<b>REQUIREMENTS</b>
	Sign up to online AMC Course with a successful examination	Sign up to online AMC Course with a successful examination
	Technical and sales AMC Banking training with a successful examination	Technical and sales AMC Banking training with a successful examination
	Offer AMC-Banking in all sales cases to own existing and potential customers	Offer AMC-Banking in all sales cases to own existing and potential customers
	Having short description of the AMC-Banking on own website and a link to <a href="http://www.amcbanking.com">www.amcbanking.com</a> as well	Having short description of the AMC-Banking on own website and a link to <a href="http://www.amcbanking.com">www.amcbanking.com</a> as well
		At least 4 running installations