



Update agreement for Atlas

General terms, responsibility and payment

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2 Update Agreement – Atlas

2.1 Scope of the Agreement

The update agreement is mandatory as long as the customer uses the license and gives the customer the right to receive continuous updates and improvements to the program products mentioned in the agreement. If over time the supplier chooses to replace the product with another product in the portfolio, the agreement entitles the customer to be updated to the new product on the same terms. The update agreement does not include the supplier's consultant services in connection with the actual installation of an update on the customer's environment. These benefits are settled on time consumed.

2.2 Customer Obligations

The customer is obliged to receive at least every other update offered. The customer is obliged to follow all written and oral instructions regarding installation and use of updates. Any update is subject to the applicable license terms applicable to the program products at any time.

2.3 The term of the update agreement

The update agreement will take effect upon startup. The agreement is automatically renewed for one year at a time until terminated by either party with at least 6 months' notice, until the end of a 12-month period.

2.4 Payment

2.4.1 Upgrade agreement

The prices for the update agreement for the individual program products are specified in the agreement. The price, which is price-adjusted, is paid yearly in advance and is adjusted once a year in January, according to the "Denmark's Statistics Net Price Index".

2.4.2 Invoice and Payment terms

The update fee is billed annually in advance.

In addition, if this agreement is concluded after the purchase of the program products, payment must be made for the period from the purchase of the individual program product to the date of conclusion of the agreement.

Payment terms are usually 14 days net from the invoice date. In case of late payment, interest is added with the at any given time applicable interest rate, currently 1.5% per commenced month.



2.5 Limitation of Liability

The Supplier shall under no circumstances - including through negligence - be liable to the Customer for indirect or consequential damages (including loss of expected profit, lost data or their reinstatement, loss of goodwill or other similar consequential damages) in connection with the use of the Program Products, regardless whether the Supplier has been advised of the possibility of such losses.

The Supplier is not responsible for any errors and/or defects arising from the customer and/or third party malfunctioning and/or misuse of the program products as well as manuals and other written instructions and instructions. Likewise, the Supplier is not responsible for errors / omissions due to missing or incorrect data basis, which are either entered or loaded from other systems into the vendor's program products.

If the customer makes or causes changes to the program products himself, the customer is responsible for the consequences thereof. The Supplier thus disclaims any responsibility for the consequences of the customer and/or third party's changes to the program products.

The Supplier cannot be held responsible for updates and enhancements to software products that cannot be performed on the customer's hardware. Thus, it is the customer's responsibility to repair or upgrade the existing hardware or acquire new hardware that meets the system requirements set by the software manufacturer.

Any given version of the software supports the latest 2 releases of Windows and Office at the time the software version is published. New releases of Windows and Office will be supported by a new version of the software within 6 months of the release of that Windows/Office release.

In no case, including negligence and human programming errors, are the supplier responsible for operating losses, lost profits, lost data and their re-establishment, loss of goodwill or similar indirect loss or damage. Choose the Customer to hand over the completion or any error correction etc. to another supplier, so it is at Customer's own expense and risk. The Supplier does not cover the cost of such a choice.

2.6 General provisions/choice of law

This Agreement supersedes any prior oral or written agreements regarding the updating of the Program Products. The agreement will be updated on an ongoing basis and the supplier undertakes to always have an updated version publicly available on its website. The updated version on the website always takes precedence over other agreements.

Any dispute that may arise from this agreement must be brought before the Maritime and Commercial Court in Copenhagen. If the case, calculated in accordance with general rules for the calculation of the tax,



exceeds DKK 1 million. DKK, each of the parties is entitled instead to have the case brought before arbitration at one of the Danish Arbitration Institute's set up arbitration in accordance with "Rules for handling cases at the General Arbitration Court in Denmark".

2.6.1 Transfer of Upgrade agreement

The Supplier may, in whole or in part, assign its rights and obligations under this Agreement. The customer cannot oppose such transfer unless there are reasonable grounds for doing so. If no such reason exists, the customer agrees, upon receipt of notice, to make payment of both the payable and all subsequent benefits to the future holder of the agreement.

Customer may not assign update agreement and obligations to third parties without the Supplier's written consent.

