



## AM-Win Workshop Management Software

# AM-WIN SOFTWARE UPGRADE AGREEMENT

### SOFTWARE UPGRADES

A Software Upgrade Agreement entitles you to free upgrades to major AM-WIN versions that are released from time to time. It also allows you to automatically download the latest version for any updates that may occur throughout the year from our AM-WIN website as a result of minor program enhancements from our Webpage [www.am-win.com.au](http://www.am-win.com.au).

### PRODUCT UPDATES

Product Updates shall be treated as AM-Win Software and governed by the terms and conditions of this Agreement, unless AM-Win specifies different terms and conditions in connection with their delivery, download, or installation. Product Updates provided hereunder will replace or patch previously licensed copies of the Software, but will not increase the authorised number of Computers, Users or CPUs (or gigabytes). Nothing in this Agreement will prevent AM-Win from offering any modified version of the AM-Win Software or other products as a new product for additional consideration.

### SUBSCRIPTION / MAINTENANCE RENEWAL

User has no right to download, install or use Product Updates, unless you purchase an annual Software Upgrade Agreement from AM-Win at the then current fees. AM-Win reserves the right, from time to time, to change the terms and conditions applicable to the Software Upgrade Agreement, including fees, and to charge additional fees for technical support outside the country where you purchased the AM-Win Software. "Product Updates" are subsequent versions of the AM-Win Software that contain bug fixes and minor enhancements (excluding new products or major enhancements as reasonably determined by AM-Win). "Major Product Updates" are designated by a change in the version number to the left of the decimal point and are usually issued once per year. Additional upgrades may be released as a result of government legislative changes and requirements by other official bodies.

### PRODUCT MAINTENANCE

AM-Win and ASIMS is only obligated to provide Maintenance for any version of the AM-Win Software until the earlier of:

- (i) eighteen (18) months from that version's release or
- (ii) the release of a second subsequent Major Product Update (for example, until the release of version 10 if You have version 9).

### LICENCE AGREEMENT

If, for technical or other reasons, User is prompted to accept a license agreement during the process of installing or downloading the AM-Win Software, by clicking an "I Accept" button, User shall be deemed merely to confirm the terms and conditions of this Agreement. If User



or another authorised representative of your Company demonstrate that User has already entered into a valid written license agreement with AM-Win regarding this Software, then the terms and conditions of such license agreement shall continue to be effective. Subject to the foregoing, this Agreement and the specifications regarding price, the maximum number of Computers, number of physical locations, specific modules, users or CPU's (or gigabytes) for which license fees have been paid and software upgrade agreements taken constitute the entire agreement between User and AM-Win and supersede any prior and contemporaneous agreement, representation or understanding regarding the subject matter of this Agreement.

## **COMPATIBILITY.**

It is the User's responsibility to ensure that any and all third party hardware and/or software (not provided by AM-Win or its agents) is compatible with AM-Win Software. The user recognises that AM-Win Software has compatibility issues with products including but not limited to "Norton Anti Virus" and other Norton utilities and Microsoft Security Essentials along with some older computers, printers or scanners. It is also the User's responsibility to ensure that any and all internet and network installations and/or services (not provided by AM-Win or its agents) are compatible with the AM-Win software. Furthermore, it is the User's responsibility to ensure that the speed and capacity of any and all hardware, network devices, network installations, internet services and all other products and services (not provided by AM-Win or its agents) is at a level satisfactory to the user for the use of the AM-Win software

## **GENERAL**

If you wish to contact AM-Win for any reason, please write to AM-Win Software Pty Ltd, Suites 4-7, 204 Queen St, St Marys NSW 2760 or email: [support@asims.com.au](mailto:support@asims.com.au) or Telephone: (02) 9833-2100

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