

End-User License Agreement (EULA)

This End-User License Agreement ("EULA") is a legal agreement between you ("client") as either an individual or a business entity and PTM EDV Systeme GmbH.

This EULA agreement governs the limited, non-exclusive license and use of our software ("Software") to you directly from PTM EDV Systeme GmbH or indirectly through a PTM EDV Systeme GmbH authorized reseller or distributor (a "Reseller").

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION, LIABILITY DISCLAIMERS AND SUPPORT INFORMATION. BY INSTALLING AND USING THE SOFTWARE, CLIENT CONFIRMS ITS ACCEPTANCE OF THE SOFTWARE AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. PROVIDED THAT THE CLIENT DOES NOT AGREE TO THESE TERMS STATED HEREIN, CLIENT IS OBLIGED TO UNINSTALL THE SOFTWARE FROM ALL COMPUTERS or DEVICES.

1. Definitions

PTM EDV Systeme GmbH means PTM EDV-Systeme GmbH, a limited liability company, with its registered seat in Graz and its company address Bahnhofgürtel, 8020 Graz, Austria.

"MSCRM-ADDONS.COM" means the business area of PTM EDV-Systeme GmbH, Bahnhofgürtel, 8020 Graz, Austria dedicated to the development of MSCRM-ADDONS for Microsoft Dynamics CRM

Software means the limited, non-exclusive license to a MSCRM-ADDONS.COM software program(s) supplied by PTM EDV-Systeme GmbH herewith or as downloaded from the MSCRM-ADDONS.COM website, and corresponding installation and/ or user guide.

Client means any person or entity, which purchases and/or downloads, installs or uses the Software.

Reseller means the authorized MSCRM-ADDONS.COM Reseller Partner from whom Client has purchased the Software.

If you register for a free trial of the software, this EULA agreement will also govern that trial. By clicking "accept" or installing and/or using the software, you confirm your acceptance of the Software and agree to the terms of this EULA agreement.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind or represent such entity and its affiliates to these terms and conditions of this EULA agreement. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you shall not accept this EULA agreement.

This EULA agreement only applies to the Software supplied by PTM EDV Systeme GmbH for MSCRM-ADDONS.COM Software regardless of whether other software is referred to or described herein. The terms of this agreement also apply to any MSCRM-ADDONS.COM Software updates, supplements, Internet-based services, and support services for the Software.

2. License Grant

PTM EDV Systeme GmbH hereby grants the Client a non-exclusive, non-transferable, non-sublicensable and time-limited (applies to Subscription Contracts) / time-unlimited (applies to Software Purchase Contracts) right to use and exploit the Software on the devices as set forth in the terms and conditions agreed in the EULA agreement and in accordance with the number of users and user licenses identified in the applicable License Schedule.

Client is permitted to load the Software (for example a PC, laptop, mobile or tablet) under your control. You are responsible for ensuring your device meets the minimum requirements of the Software.

Client shall use the Software in accordance with this Agreement. Nothing in this EULA will entitle the Client to receive the source code of the Software, in whole or in part.

Client agrees that PTM EDV Systeme GmbH may audit its use of the Software for compliance with these terms, the checking for valid registrations as well as in an attempt to fight software-piracy at any time, upon reasonable notice. Such audit will occur in accordance with our data protection commitment.

Client agrees to purchase a license for every Microsoft Dynamics 365 CE user, except if a per-user license was purchased.

Client shall not:

- edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such measures;
- sell, rent, lease, or sublicense the Software. Licenses may be used by the licensing organization and its group companies in accordance with the licensed number of users;
- reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose;
- allow any third party to use the Software on behalf of or for the benefit of any third party,
- use the Software in any way which breaches any applicable local, national or international law;
- use the Software for any purpose that PTM EDV Systeme GmbH considers as a breach of this EULA agreement,
- create derivative works based upon the Software.

3. Intellectual Property and Ownership

PTM EDV Systeme GmbH shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads of the Software by you. The Software its copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto are and will remain the exclusive property of PTM EDV Systeme GmbH.

PTM EDV Systeme GmbH reserves the right to grant licenses to use the Software to third parties.

All rights not specifically granted in this License Agreement, including International Copyrights, are reserved by PTM EDV Systeme GmbH and its suppliers.

4. LIMITED WARRANTY & WARRANTY DISCLAIMER

PTM EDV Systeme GmbH warrants that the licensed Software will perform substantially in accordance with the specifications published on www.msrm-addons.com applicable to the software portion of the licensed product.

PTM EDV Systeme GmbH rejects any warranty with regard to the suitability or usability of the software for a specific purpose if the purpose has not explicitly become the subject matter of the agreement entered into between PTM and the Client. PTM gives no warranty and certainly no guarantee that the functions contained in the software meet the requirements of the Buyer (the intended purpose of the Buyer which has not become the subject matter of the contract concluded) or that the operation of the software will function without interruption or error or that errors in the software must be corrected.

5. LIMITATION OF LIABILITY

PTM EDV Systeme GmbH accepts no liability for damages of any kind whatsoever. However, this exclusion does not apply in the event of intent on the part of PTM EDV Systeme GmbH or its fulfilment of obligations.

Any liability, except in the case of intent (the burden of proof lies with the buyer) and for mandatory liability in accordance with any legal provisions, shall in any case be limited to the amount of the respective order sum. In the case of Subscription Contracts, the order amount shall be the amount to be paid over a period of one month (monthly commitment) or one year (annual commitment).

Claims for damages shall become lapsed at the latest upon expiry of one year from the transfer of the software (provision of the software within the framework of SaaS or download of the software), if these have not been asserted in court. These must be asserted in court within three months of knowledge at the latest, otherwise they become lapsed, whereby the aforementioned one-year period must always be observed in the case of other limitation.

Settlement discussions do not suspend the expiry of these deadlines unless this is explicitly assured in text form by PTM EDV Systeme GmbH.

The exclusions and limitations of liability set out in this Clause shall also apply to the same extent in favour of the legal persons, legal representatives, employees and fulfilment obligations of PTM.

(USA only) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CLIENT AND CLIENT MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

6. Support and New Releases

Customers that purchase a mscrm-addons.com product are entitled to support and new releases, if available, for the purchased product for one year from the time of purchase of the particular product. All supports provided is limited to assistance in troubleshooting errors in the mscrm-addons.com applications related to installation or proper functioning of the application.

After one year from the date of the initial purchase, Client may purchase annual support contracts. In all cases where an additional year of support is purchased, the term of that support will commence on the expiration date of the original support period.

Instead of annual support contracts client may, at any time, conclude a Subscription Contract, subject to the applicable pricing. Under the terms of a subscription, the support contract is valid for as long as the subscription is active and may be renewed on a monthly or annual base.

Upgrades of our products to newer versions of MS Dynamics CRM are included in /covered by the support contract and will be provided no later than 3 months after the release of the new MS Dynamics CRM version, unless the product was discontinued.

Subsequent purchases of additional licenses of the same Software fall under the terms of the initial purchase, and do not extend the term of the support.

If the license to a Software is purchased by Client through a Partner and Client pays annual support fees, Partner is responsible for providing support for the licensed Software and Client may request support by contacting Partner directly. Partner may contact PTM EDV Systeme GmbH to request support as needed. If the license to a Software is purchased by Client directly from PTM EDV Systeme GmbH, Client may contact mscrm-addons.com directly to receive support. PTM EDV Systeme GmbH provides detailed product installation guides, users guide and videos on its website at each product's individual homepage. PTM EDV Systeme GmbH provides product support and resources through <http://www.mscrm-addons.com>.

7. Basis of Bargain

The Warranty Disclaimer, Exclusive Remedies, Limited Liability and Support/Upgrade/Enhancement set forth above are fundamental elements of the basis of the agreement entered into between PTM EDV Systeme GmbH and Client. PTM EDV Systeme GmbH would not be able to provide the Software on an economic basis without such limitations.

8. Force Majeure

MSCRM-ADDONS.com will be free of liability and any obligations to the Client where and for the term that PTM EDV Systeme GmbH is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where mscrm-addons.com has taken any and all appropriate action to mitigate such an event.

9. Termination

This EULA agreement is effective from the date you first download and install the Software and shall continue until the EULA agreement is terminated. You may terminate it at any time upon written notice to PTM EDV Systeme GmbH.

In the event that Client fails to comply with this EULA, PTM EDV Systeme GmbH is entitled to immediately terminate the license by giving you written notice of your breach and PTM EDV Systeme GmbH's decision to terminate this EULA.

Upon termination Client agrees to discontinue any use and to destroy all copies of the Software and documentation and shall provide written verification of such destruction.

The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

10. Transferability

Licenses of mscrm-addons.com Software may only be used by the licensing organization and its group companies in accordance with the applicable number of users.

The Client is only entitled - if technically possible at all - to permanently transfer the rights arising from the EULA agreement (and the applicable General Terms and Conditions) to a third party, provided that the Client transfers all copies of the software and all written accompanying material and the third party agrees demonstrably to the provisions of the concluded contract between PTM EDV System GmbH and the original Client.

11. Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of AUSTRIA. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Nor do the reference or conflict of laws rules of private international law shall apply.

The exclusive place of jurisdiction for all disputes arising from the business relationship between PTM EDV Systeme GmbH and the Client is the registered office of PTM. PTM EDV Systeme GmbH shall also be entitled to take legal action at any other permissible place of jurisdiction.

12. Final Provisions

This EULA agreement (together with the General Terms and Conditions) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. Client agrees that any varying or additional terms contained in any purchase order or other written notification or document issued by Client in relation to the Software licensed hereunder shall have no effect. The failure or delay of PTM EDV Systeme GmbH to exercise any of its rights under this License Agreement or upon any breach of this License Agreement shall not be deemed a waiver of those rights or of the breach.

No PTM EDV Systeme GmbH dealer, agent or employee is authorized to make any amendment to this EULA Agreement.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, ineffective, declared void or unenforceable, such ineffective, void or unenforceable provision shall not affect the validity of the remaining provisions of this Agreement. Such ineffective, void or unenforceable provisions shall be replaced by provisions that come closest to the intent of the parties. The same applies to omissions.

All questions concerning this License Agreement shall be directed to:

PTM EDV Systeme GmbH, Bahnhofgürtel 59, 8020 Graz, AUSTRIA.

mailto: office@ptm-edv.at

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