End User License Agreement (hereinafter EULA)

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2. LIMITED WARRANTY

GORELATE warrants to Licensee that the Software Product (including third party software) will run in accordance with its documentation. GORELATE makes no contractual or statutory warranty (warranty of merchantability, warranty of fitness for a particular purpose or warranty of non-infringement). GORELATE does not warrant that the Software Product will meet the Licensee's requirements or run in conjunction with hardware or software selected by the Licensee, or that it will be secure, error-free and without malfunction. GORELATE therefore disclaims all liability under this EULA. The licensee decides whether the software product meets the requirements of the licensee. GORELATE assures the Licensee that the software product does not infringe any copyright, patent rights or other intellectual property rights under Austrian law when delivered/downloaded.

3. DURATION AND TERMINATION OF THE CONTRACT

The SaaS contract with gorelate GmbH is concluded by the customer for an indefinite period.
The lease can be terminated in writing by either party, in each case at the end of the month, subject to a 3-month notice period, or in the case of individual agreements, these are regulated in the software order.
The right of termination by the contractor for good cause remains unaffected. An important reason for the contractor is, among other things, termination by the SaaS provider. In this case the contractor is entitled to terminate the rental agreement without notice after written notification.

4. CHANGES TO THE SCOPE OF THE SOFTWARE

Maintenance is included in a subscription and is valid as long as the subscription is active. This is automatically renewed for one year at a time.

Upgrades of our products to newer versions of MS Dynamics CRM are included and will be provided at the latest 3 months after the release of the new Microsoft Dynamics Customer Engagement Version, unless the product has been discontinued.

5. LIMITATIONS OF LIABILITY

In no event shall GORELATE be liable for any damages, including damages for loss of business profits, business interruption, loss of data of any kind, loss of production, consequential or other damages arising out of the use of or inability to use the software product, even if GORELATE has been advised of the possibility of such damages, regardless of the legal basis of the claim for damages. Should the Licensee assert a claim that the software product has led to damage due to gross negligence on the part of GORELATE, the burden of proof for the alleged gross negligence lies with the Licensee. In no event shall GORELATE's total liability for all claims for damages exceed the amount paid by Licensee for the Software.

6. DURATION AND TERMINATION

This EULA becomes effective upon Licensee's first use of the Software and shall remain in effect until terminated. GORELATE may terminate this Agreement immediately if Licensee breaches this EULA. In the event of such termination by GORELATE, the Licensee undertakes to return the Software to GORELATE and to remove all copies of the Software Product from the Licensee's systems, to cease using the Software Product and to destroy the Software Product including all documentation. Termination does not release the licensee from any liabilities or obligations (e.g. accrued fees) that still have to be paid. Any infringement by Licensee irrevocably damages GORELATE and GORELATE shall be entitled to injunctive relief and/or other equitable relief in addition to any other remedies available at law.

5. PROPRIETARY RIGHTS AND RESTRICTIONS

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6. NO GUARANTEES

GORELATE does not warrant that the Software will operate without interruption, that it will be free from defects, or that all defects discovered will be corrected. All software and documentation is supplied without any explicit or legal guarantee. GORELATE does not guarantee their merchantability or fitness for a particular purpose.

7. NO WAIVER

The failure of either party to enforce any right under this Agreement or to take action against the other party for any breach of this Agreement shall not be deemed a waiver of any subsequent enforcement of rights or subsequent action in the event of any future breach.

8. ESCROW AGREEMENT

At the request of the licensee, an independent software escrow agreement (ESCROW AGREEMENT) can be set up. For this purpose, the contracting parties will establish a separate agreement. The costs incurred for depositing, contract establishment, accruing services, etc. are borne by the licensee.

9. APPLICABLE LAW AND JURISDICTION

This agreement is subject exclusively to Austrian law, excluding the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction is the Commercial Court of Vienna.

10. FINAL PROVISIONS

If any provision of this Agreement is found to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions of this Agreement. The invalid clause shall be replaced by an economically and legally valid clause that corresponds to the meaning of the invalid clause. Any agreement, modification or amendment to this EULA will be deemed invalid and must be made in writing and with the prior express consent of GORELATE.