	Terms and Conditions (GTC)
	ELCA CRM NetworkViewer
	V.1.0/2017-0515

1. License

Subject to full payment of the due fees (including the one-time fee as well as the yearly Software assurance fee), ELCA grants to the Customer the personal, non-transferable, and non-exclusive right to use the Software CRM NetworkViewer ("Application") for the intended purposes. The right to use includes as well the right to download, install and access the Application.

The right to use ends with non-payment of the due fees and/or the termination of this Agreement.

The license does not grant any right to copy, reproduce or modify any portion of the Application without written consent of ELCA.

The license is bound to one specific CRM organization. If the application is to be used on several organizations, separate licenses must be purchased.

The license is independent of the number of users.

2. Support

ELCA has no support obligations in respect of the application in any case.

3. Software assurance

The Software assurance services include updates to the Application, namely:

- technology updates (in relation with new version of Dynamics CRM)
- functional updates (new features developed by ELCA)
- bugfixes

Other services, like support for download, installation, deployment, configuration and/or use of the Application, custom features or acceptance of Service Levels etc. are not included in the Software assurance.

The Software assurance starts with the purchase of the Application and ends with termination of the Agreement. The Software assurance fees will be invoiced yearly in advanced. Payment shall be done prior to the beginning of a new assurance period.

4. Versions

In general, the Application is updated to the current version of Dynamics CRM. Older versions of Dynamics CRM stay under Software Assurance during two years after the availability of a new version. ELCA may decide to stop Software Assurance for any version or not to update the Application to a new version of Dynamics CRM without specific reason. ELCA may include a feature only to specific versions of the Application.

5. Intellectual Property

ELCA is and shall remain the owner of all Intellectual Property rights to the Application, its updates and new versions including all customised modifications performed by ELCA. No intellectual property will be transferred to the Customer.

6. Warranty

The application is provided "as is". ELCA does not make any representations or warranties.

7. Liability

ELCA's contractual and non-contractual liability is limited as follows and as far as the law allows:

- ELCA assumes liability only for damage caused by ELCA either intentionally or through gross negligence. Liability for gross negligence shall be limited to twice the yearly Software assurance fee per contractual year.
- The liability for consequential and indirect damage is expressly excluded.
- All claims by the customer shall be subject to a limitation period of 12 months.

8. Communication

ELCA is authorized to send information about new releases of the Application to the email address communicated during the license order process.

9. Update of the GTC and adjustment of the Customer Agreement

ELCA may update these Terms and Conditions at any time.

Adjustments shall be notified to the Customer by ELCA at latest 2 months before the adjustments take effect. The Customer has the right to terminate the Agreement as of the date on which the adjustments take effect. Customer must exercise this right within 30 calendar days after the date of notification of the adjustments. Customer shall have no further rights in this regard.

10. Begin and Termination

This Agreement shall take effect upon purchase of the Application and is effective until termination.

Unless otherwise agreed, the Agreement may be terminated ordinary at the end of a contractual year, subject to a notice period of two 2 months.

If Customer fails to comply with any term(s) of this Agreement, ELCA shall have the right to extraordinary and immediate termination of the Agreement. ELCA shall not be obliged to a pro rata refund of the already paid yearly fee.

Both parties shall have the right to terminate the Agreement extraordinary where the other party becomes insolvent; lodges an application for debt restructuring proceedings or debt restructuring proceedings have been completed or similar proceedings under bankruptcy or insolvency law are underway; or ceases operations.

Upon the termination of the Agreement, Customer shall cease all use of the Application and destroy all copies of the Application.

11. Severability

Should any clause of the agreement be voided, either by application of law or as a result of unilateral invalidity, this clause shall be deemed not to have been written. The remaining provisions of the contract shall remain unaffected.

12. Applicable Law and Place of Jurisdiction

The Agreement shall be governed by the laws of Switzerland. The Vienna Convention on Contracts for the International Sale of Goods shall not apply.

Subject to any mandatory statutory provisions to the contrary, the place of jurisdiction in respect of any and all disputes as may arise in connection with the contractual relations shall, at the option of the complainant, be Zurich or Lausanne.