



## THE PORTAL CONNECTOR END-USER LICENSE AGREEMENT (“EULA”)

**IMPORTANT: THIS AGREEMENT (OR “EULA”) IS A LEGAL AGREEMENT BETWEEN THE PERSON, COMPANY, OR ORGANIZATION THAT HAS LICENSED THIS SOFTWARE (“YOU” OR “CUSTOMER”) AND THE PAVLIK GROUP INC. O/A PAVLIKS.COM (“PAVLIKS.COM”). BY DOWNLOADING OR INSTALLING (INCLUDING INSTALLATION PERFORMED BY PAVLIKS.COM) AND USING THE SOFTWARE, YOU ACCEPT THE SOFTWARE AND AGREE TO THE TERMS OF THIS AGREEMENT. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS (OR AGREEING TO PAVLIKS.COM COMPLETING THE INSTALLATION PROCESS) AND USING THE SOFTWARE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR DO NOT HAVE AUTHORITY TO BIND CUSTOMER TO THESE TERMS, THEN DO NOT INSTALL THE SOFTWARE.**

### 1. Definitions

- (a) “Commercial Version” means a version of the Software that is not a Trial Version.
- (b) “Limited Warranty” has the meaning ascribed to it in Section 7(a).
- (c) “Sitefinity” means the web content management system and website platform that the Software will be installed as a plugin on.
- (d) “Software” means the The Portal Connector, corresponding electronic documentation and associated media. Any updates to such Software which you are entitled to receive and that has been provided to you by pavliks.com shall also mean Software for the purposes of this Agreement.
- (e) “Third Party Licenses” has the meaning ascribed to it in Section 8.
- (f) “Trial Version” means a version of the Software, so identified, to be used only to review, demonstrate and evaluate the Software. The Trial Version will contain certain limitations.
- (g) “Warranty Period” has the meaning ascribed to it in Section 7(a).

### 2. License Grants

The licenses granted in this Section 2 are subject to the terms and conditions set forth in this EULA:



# THE PORTAL CONNECTOR

for Dynamics CRM

- (a) *If the Software is a Trial Version, this Section 2(a) and not Section 2(b) shall apply:* Subject to the terms and conditions of this Agreement, pavliks.com hereby grants, and the Customer accepts, the right and license to install and use the Software on one unique domain. The Trial Version may have limited features and a message indicating that the Software is a Trial Version. The Customer may purchase a license key to convert the Trial Version into the Commercial Version.
- (b) *If the Software is a Commercial Version, this 2(b) and not Section 2(a) shall apply:* Subject to the terms and conditions of this Agreement, pavliks.com hereby grants, and the Customer accepts, the right and license to install and use the Software on one unique domain per license purchased.
- (c) The Customer agrees that pavliks.com may audit its use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by the Customer other than in full compliance with the terms of this Agreement, the Customer shall reimburse pavliks.com for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.
- (d) The Customer's license rights under this EULA are non-exclusive.

### 3. License Restrictions

Except to the extent contrary by applicable law:

- (a) Other than expressly set forth in Section 2, the Customer may not make or distribute copies of the Software, or electronically transfer the Software, including, but not limited to, from one unique domain to another.
- (b) The Customer may not alter, merge, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.
- (c) Unless otherwise provided herein, the Customer may not rent, lease, host or sublicense the Software.
- (d) Other than with respect to a Trial Version, the Customer may permanently transfer all of its rights under this EULA only as part of a sale or transfer of substantially all of its business's assets, provided the Customer retains no copies, transfers all of the Software (including all component parts, the media and electronic materials, any upgrades, this EULA, and, if applicable, all other software products provided together with the Software), and the



# THE PORTAL CONNECTOR

for Dynamics CRM

recipient agrees to the terms of this EULA. The Customer may retain no copies of the Software. You may not sell or transfer any Trial Version.

- (e) Other than as expressly set forth in Section 2(b) hereof, the Customer may not modify the Software or create derivative works based upon the Software.
- (f) The Customer shall not use the Software to develop any application having the same or similar primary function as the Software.
- (g) The Customer may not install or use the Software on more than one (1) unique domain without purchasing separate additional licenses for each unique domain.
- (h) Unless otherwise provided herein, you shall not (A) in the aggregate, install or use more than one copy of the Trial Version, (B) download the Trial Version under more than one username, (C) alter the contents of a hard drive or computer system to remove messages indicating that the Software installed is a Trial Version, (D) use the Trial Version for any application deployment or ultimate production purpose, or (F) use the Trial Version for a purpose other than the sole purpose of determining whether to purchase a license to a Commercial Version, provided, however, notwithstanding the foregoing, you are strictly prohibited from installing or using the Trial Version of the Software for any commercial training purpose.
- (i) You acknowledge that the Software is of Canadian origin. You may not export the Software into any country to which either the United States or Canada has prohibited export.
- (j) You may not remove or obscure any copyright and trade-mark notices relating to the Software.
- (k) In the event that you fail to comply with this EULA, pavliks.com may terminate the license (remotely or otherwise) and you must destroy all copies of the Software (with other rights of both parties and all other provisions of this EULA surviving any such termination).

#### **4. Ownership**

The foregoing grants of rights give you limited license to use the Software. Except as expressly provided in this Agreement, pavliks.com retains all right, title and interest, including all copyright, patent and other intellectual property rights, in and to, the Software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications you may develop), and all copies thereof. All rights not specifically granted in this EULA, including Federal and International Copyrights, are reserved by pavliks.com.



## 5. Support and Maintenance

- (a) pavliks.com agrees to provide Maintenance (as defined herein) to you pursuant to the terms and conditions set forth herein. Maintenance will be provided during the Warranty Period (as defined in Section 7(a) below, unless the parties agree in writing. You may purchase additional one (1) year support and maintenance terms (“Maintenance Terms”) for each purchased license at advertised prices (“Maintenance Fees”), the first of which may start on the expiration of the Warranty Period, and in any case, will commence when purchased or renewed. Failure to purchase or renew a Maintenance Term may result in having to purchase a new license in order to receive future versions of software and associated ongoing support and maintenance.
- (b) During the Warranty Period and any purchased Maintenance Terms, pavliks.com agrees to provide you with support and maintenance (collectively “Maintenance” as follows):
- a. pavliks.com will provide (i) access to online training on the use of the Software and Sitefinity; (ii) telephone and e-mail support for product installation and configuration of current versions of the Software; (iii) support for a maximum of five (5) support incidents/requests for the Warranty Period and for each of the Maintenance Terms. Unused support incidents/requests do not carry over. Each support incident/request can be submitted, tracked and managed through the pavliks.com website. pavliks.com will investigate submitted support incidents/requests promptly. The Customer agrees to provide adequate information to pavliks.com to assist in the investigation and to confirm that any incidents/requests have been resolved. pavliks.com does not provide guaranteed response time but will make a good faith effort to such requests at the earliest possible time.
  - b. pavliks.com will supply the Customer, at no extra charge, any improvements or modifications to the Software that pavliks.com makes generally available as a major release, minor release (e.g. Releases that end in .1, .2, etc.) and any essential updates, enhances and fixes (“Updates”). **THE INSTALLATION AND CONFIGURATION OF UPDATES ARE NOT INCLUDED IN THE LIMITED WARRANTY OR MAINTENANCE TERMS. THE CUSTOMER MAY PURCHASE INSTALLATION AND CONFIGURATION SERVICES FROM PAVLIKS.COM AT AN ADDITIONAL COST.**
  - c. You acknowledge and agree that the Maintenance to be provided by pavliks.com hereunder is limited to the most current version of the Software.



# THE PORTAL CONNECTOR

for Dynamics CRM

- d. You acknowledge and agree that updates and upgrades to the Software provided during the Warranty Period and Maintenance Terms may require an Internet connection.
- (c) pavliks.com's obligation to provide Maintenance is contingent upon proper use of the Software and full compliance with this Agreement. Moreover, pavliks.com shall be under no obligation to provide Maintenance should the Maintenance be required due to (i) failure to operate the Software within any recommended system requirements provided with the Software; (ii) any modification or attempted modification of the Software by you or any third party; or (iii) your failure or refusal to implement Software changes or upgrades recommended by pavliks.com.
- (d) pavliks.com reserves the right to increase the cost of Maintenance for subsequent Maintenance Terms that have not yet been purchased.
- (e) pavliks.com reserves the right to change the Maintenance offered annually or at any time upon providing three (3) months prior written notice. Furthermore, pavliks.com reserves the right, at its sole discretion, to discontinue providing Maintenance after the expiry of a Maintenance Term. If pavliks.com discontinues the Maintenance during a Maintenance Term, pavliks.com will provide a prorated refund for the remainder of the Maintenance Term.
- (f) This Section 5 shall not apply to the Trial Version.

## 6. Payments and Taxes

- (a) You shall pay to pavliks.com license fees for the Software and Maintenance Fees as advertised prior to purchase. All license fees are due immediately prior to delivery of the Software. Maintenance Fees shall be paid annually in advance.
- (b) License and Maintenance Fees and other charges described in this Agreement, do not include federal, provincial or local sales, use, excise (including G.S.T./H.S.T.), service, or other taxes now or hereafter levied. Any amounts paid or payable by you in respect of any taxes on such fees or charges (excepting only taxes on net income) shall be for your account, and you hereby agree to indemnify and hold harmless pavliks.com against all costs incurred by pavliks.com in remitting any taxes due, and interest and penalties imposed on pavliks.com, by reason of your late payment or miscalculation of any such tax.

## 7. Limited Warranty, Disclaimer and Indemnity

The Portal Connector for Dynamics CRM - built by **pavliks.com**

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# THE PORTAL CONNECTOR

for Dynamics CRM

- (a) Except with respect to the Trial Version, pavliks.com warrants that, for a period of twelve (12) months from the date of purchasing the license (the “Warranty Period”), the Software will perform in substantial conformance with the electronic documentation available on the pavliks.com or crmportalconnector.com websites (“Limited Warranty”).
- (b) **PAVLIKS.COM PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED FOR THE TRIAL VERSION OR THE INSTALLATION OF THE TRIAL VERSION OF THE SOFTWARE. THE TRIAL VERSION AND THE INSTALLATION OF THE TRIAL VERSION ARE PROVIDED “AS IS”.**
- (c) **EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY WITH RESPECT TO SOFTWARE OTHER THAN THE TRIAL VERSION, PAVLIKS.COM PROVIDES THE SOFTWARE ON AN “AS IS” BASIS AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. PAVLIKS.COM DOES NOT WARRANT THAT THE SOFTWARE (INCLUDING BOTH THE TRIAL VERSION AND THE COMMERCIAL VERSION) AND/OR THE INSTALLATION OF THE SOFTWARE (INCLUDING INSTALLATION OF ANY BATCH PROGRAMS) IS ERROR-FREE, VIRUS-FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE OR THE INSTALLATION OF THE SOFTWARE IS BORNE BY YOU. WITHOUT LIMITATION, YOU ASSUME SOLE RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE USE AND RESULTS OBTAINED FROM THE SOFTWARE. SUBJECT TO SECTION 8, SHOULD THE SOFTWARE PROVE DEFECTIVE IN ANY RESPECT AFTER THE PERIOD OF THE LIMITED WARRANTY PROVIDED IN SECTION 7(a) ABOVE OR OUTSIDE OF ANY MAINTENANCE TERM PURCHASED IN ACCORDANCE WITH SECTION 5 ABOVE, THE CUSTOMER AND NOT PAVLIKS.COM ASSUMES THE ENTIRE COST OF ANY SERVICE AND REPAIR.**
- (d) You agree to indemnify, hold harmless and defend the pavliks.com Entities (defined in Section 9 below) from and against any loss, damage, claims or lawsuits, including any lawyer fees that arise or result from your use or distribution of the Software.

## **8. Exclusive Remedy**

If within the Warranty Period, you (a) are in compliance with this Agreement; (b) provide pavliks.com with proof of purchase; and (C) provide pavliks.com with sufficient proof that the Software was used with the recommended hardware but does not conform to the



# THE PORTAL CONNECTOR

for Dynamics CRM

electronic documentation, pavliks.com will use reasonable commercial efforts to (i) supply you with a replacement copy of the Software that substantially conforms to the electronic documentation, (ii) provide the necessary service or upgrades required to ensure that the Software substantially conforms to the electronic documentation, or (iii) refund to you your purchase price for the Software, at its option. pavliks.com shall have no responsibility if the Software has been altered in any way, if the failure arises out of use of the Software with other than a recommended installation/configuration, hardware configuration and software environment. Any such alteration, modification or misapplication of the Software will void the warranty above. **THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND RELATED DOCUMENTATION.**

## 9. Limitation of Liability

(a) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PAVLIKS.COM, ANY OF ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, ANY OF THEIR EMPLOYEES, OFFICERS OR DIRECTORS (COLLECTIVELY THE "PAVLIKS.COM ENTITIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF PAVLIKS.COM OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

(b) **IN ANY CASE, THE PAVLIKS.COM ENTITIES' TOTAL LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES THE CUSTOMER PAID FOR THIS LICENSE (IF ANY) AND FEES FOR MAINTENANCE AND SUPPORT (IF ANY) OF THE PRODUCT RECEIVED BY PAVLIKS.COM.**

## 10. Sitefinity

The Software is intended to connect to the current version of Sitefinity. As such, the Customer acknowledges and understands that:

(a) The most current version of Sitefinity must be installed on the applicable domain in order for the Software to function.



**THE PORTAL  
CONNECTOR**  
for Dynamics CRM

- (b) The Customer is responsible for upgrading Sitefinity to ensure that the Customer has the most current version of Sitefinity installed on the applicable domain.

## **11. Third Party Software**

The Software may contain third party software and/or open source software, which may be subject to third party licenses and require notices and/or additional terms and conditions (“Third Party Licenses”). These Third Party Licenses are made a part of and incorporated by references into this EULA. By accepting this EULA, you are also accepting the Third Party Licenses, if any, set forth therein. If you would like to view the Third Party Licenses prior to accepting this Agreement, please contact [support@pavliks.com](mailto:support@pavliks.com).

## **12. General**

- (a) This Agreement constitutes the entire agreement between the parties concerning the subject-matter hereof.
- (b) pavliks.com may update the terms of this EULA upon providing thirty (30) days written notice by e-mail to the Customer’s last provided e-mail address. The updated version of this EULA will be posted on the pavliks.com and crmportalconnector.com websites. The Customer’s continued use of the Software after the end of such thirty (30) day notice period will be deemed to be acceptance of the revised Agreement.
- (c) Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of Ontario and the Federal laws of Canada, excluding its conflict of law provisions.
- (d) Unless otherwise agreed in writing, all disputes relating to this Agreement shall be subject to final and binding arbitration in Toronto, Ontario, by an arbitrator with experience in software license and intellectual property agreements.
- (e) This Agreement shall not be governed by the *United Nations Convention on Contracts for the International Sale of Goods*.
- (f) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.





# THE PORTAL CONNECTOR

for Dynamics CRM

- (g) The parties confirm that it is their wish that this EULA, as well as any other documents relating to this Terms, including notices, have been and shall be drawn up in the English language only. Les parties reconnaissent avoir convenue que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentés à la suite des présentes ou ayant un rapport, direct ou indirect, avec la présente convention soient rédigée en anglais.
- (h) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- (i) This Agreement shall be binding on and shall ensure to the benefit of the parties, their successors and permitted assigns.
- (j) Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.
- (k) The relationship between pavliks.com and the Customer is that of independent contractors and neither the Customer nor its agents shall have any authority to bind pavliks.com in any way.
- (l) The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.
- (m) All questions concerning this EULA shall be directed to The Pavlik Group Inc. o/a Pavliks.com at [pavliks@pavliks.com](mailto:pavliks@pavliks.com).
- (n) “pavliks.com”, “The Portal Connector” and other trade-marks contained in the Software are trade-marks or registered trade-marks of The Pavlik Group Inc. o/a pavliks.com in Canada and/or other countries. Third party trade-marks, trade names, product names and logos may be the trade-marks or registered trade-marks of their respective owners. You may not remove or alter any trade-mark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize you to use pavliks.com’s or its licensors’ names or any of their respective trade-marks.

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