HarePoint Multi-Factor Authentication for SharePoint EULA

HarePoint is a registered trademark of MAPILab Ltd. This license agreement is concluded between MAPILab Ltd. (hereinafter **MAPILab**) and you (the collective User, an authorized representative of a commercial or government organization or private person).

Subscription and usage of the HarePoint Multi-Factor Authentication (MFA) for SharePoint product (hereinafter the Product) by you indicates your acceptance of all points of the license agreement set forth below. If you do not agree with the proposed agreement, then you are obligated to refuse using the Product.

1. Definitions

SharePoint – one of the Microsoft SharePoint products mentioned in the Product's system requirements.

SharePoint user - a user authorized in any way on a SharePoint server; including users interacting with a SharePoint server through Microsoft Word, Microsoft Excel or other applications.

2. Rights to the Product

2.1 All rights to the Product belong to MAPILab and are protected by copyright laws of the United Kingdom of Great Britain and Northern Ireland and by international treaties. This Product is not sold, this Product is licensed.

2.2 This license agreement gives you the nonexclusive right to use the Product with under the terms and rules specified in this agreement.

2.3 This license to use the Product may not be resold or transferred to third parties or rented without the written permission of copyright holders.

2.4 The license does not grant the right to modify, decompile, disassemble, or clone the Product, except in, and within the limits of, cases when such actions are expressly authorized by the law.

2.5 MAPILab reserves all rights that are not expressly stated in the license.

3. Licenses types

You may use the Product on the basis of one of 2 licenses:

3.1 <u>Trial License</u>. Provided automatically for a 30 days to use the Product without any limitation on product functionality for that period. This agreement presupposes that you are using the Product and the Trial License with the intent to acquire a license for the Product after a successful test period. MAPILab may contact you to discuss the progress of your testing of the Product and the obtaining of a Subscription.

3.2 <u>Subscription</u>. This license provides use of the Product according to a chosen Subscription plan and that you can use the Product according to the limitations and capabilities of the given [Subscription plan](#).

4. Licensing terms for the Product

4.1 A Subscription is required for each SharePoint user who will be covered by the Product functional features.

5. Disclaimer

5.1 MAPILab is not responsible for any loss of profit, or for any other damages arising from use or misuse of the Product. The Product is used at your own risk.

5.2 MAPILab does not guarantee that the Product will be performed error-free or uninterrupted. You acknowledge that MAPILab does not control the transfer of data over communications facilities, including the internet, and that the Product may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. MAPILab is not responsible for any delays, delivery failures, or other damage resulting from such problems.

6. Confidential information

6.1 Any information occurs as part of the Product functional features, as a result of delegation of access rights by you to any resource or services of the user, is not saved by MAPILab and is not given to any third party.

6.2 Statistical data concerning the User's use of the Product, collected by the Product, is accessible only to the User and MAPILab and is not provided to any third party.

6.3 Any log files of Product usage and other information about the User's infrastructure which has been given to MAPILab by the User shall be deemed confidential information.

6.4 MAPILab is obligated not to keep your confidential information more than two years and to take all reasonable steps to protect it.

6.5 The fact that the User has acquired a license or licenses for the Product is not considered confidential information, unless otherwise stated, and may be mentioned on the Product web sites and in marketing materials.

6.6 The confidentiality policy in regard to any object or process not expressly mentioned in this agreement, is described in the MAPILab Privacy Policy:
https://www.harepoint.com/AboutUs/Privacy-Policy.aspx

7. Refunds

7.1 For testing of the Product, a Trial License is granted, according to Section 3. Failure on the User's side to test the Product adequately before buying it cannot serve as grounds for a refund.

7.2 To obtain a refund it is necessary, but not sufficient in itself, to provide MAPILab, in any convenient manner, a letter of request outlining the reasons why you want to have funds returned for the Product.

7.3 You are obligated to assist employees of MAPILab in the researching of the stated reason(s) for a refund and its (their) resolution in a timely manner, for up to 45 days from the acknowledged reception of your refund request.

8. Technical support and Product updates

8.1 The price of the Subscription for the Product includes the cost of technical support and updates.

8.2 You must have a competent technical staff to run and maintenance the Product and to serve as the contact point with the MAPILab technical support service.

8.3 All requests for technical support must be made through the online support system on the site of the Product: https://www.harepoint.com/support/.

Violation of the terms of this SaaS License Agreement shall result in the automatic termination of the license to use the Product and could result in administrative and / or criminal prosecution.