HarePoint Analytics for SharePoint Online SaaS Agreement

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). Access and usage of the SaaS product HarePoint Analytics for SharePoint Online (hereinafter the Service) 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 Service.

1. Definitions

The Service - the product, HarePoint Analytics for SharePoint Online, consists of the following parts: the Azure service that collects and processes analytical data; the Azure web-application for the Service administration; the Power BI service app for analyzing the collected analytical data.

2. Rights to the Service

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

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

2.3 This license to use the Service 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 Service, except in, and within the limits of, cases when such actions are expressly authorized by the law.

2.5. MAPILab may enhance and/or change the features of the Service as long as MAPILab does not materially reduce the core functionality of the Service.

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

3. Licenses types

You may use the Service based on one of 2 licenses:

3.1 Trial License. Provided automatically for 30 days and to use the Service without any limitation on service functionality for that. This Agreement presupposes that you are using the Service and the Trial License with the intent to acquire a license for the Service after a successful

test period. MAPILab may contact you to discuss the progress of your testing of the Service and the obtaining of a Subscription.

3.2 Subscription. This license provides use of the Service according to a chosen subscription plan and that you can use the Service according to the limitations and capabilities of the given subscription plan.

4 Licensing terms for the Service

4.1 The Service is licensed according to the following principle: active subscription shall cover all SharePoint users in your environment whose data will be collected and processed by the Service.

5. Disclaimer

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

5.2 MAPILab will use commercially reasonable efforts to maintain the availability of the Service 24 hours per day, 7 days per week, and will utilize commercially reasonable practices to prevent loss of your data. However, scheduled and unscheduled interruptions may occur. MAPILab does not warrant or guarantee uninterrupted availability. MAPILab shall not be liable for the unavailability of the third-party Services that are connected to the Services provided under this Agreement. Your is stored on Microsoft Azure servers and is subject to the Terms of Conditions of the Microsoft Corporation.

6. Confidential information

6.1 Any information to which Azure service is provided access as part of the Service, 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 Service, collected by the Service, is accessible only to the User and MAPILab and is not provided to any third party.

6.3 Any log files of Service 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 for 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 Service is not considered confidential information unless otherwise stated, and may be mentioned on the Service websites 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](#).

7. Refunds

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

7.2 If the User discontinues the use of the Service for reasons not connected with the specific functionality of the Service, any paid subscription cannot be canceled before the end of the billing period (one month by default).

7.3 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 Service.

7.4 You are obligated to assist employees of MAPILab in the research 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 Service updates

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

8.2 You must have a competent technical staff to run and maintain the Service 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 Service.

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