

HarePoint Workflow Extensions for Office 365 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 Workflow Extensions for Office 365 (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 Workflow Extensions for Office 365, consists of the following elements: the software app which deploys actions to SharePoint sites, assigns roles and allows to view statistics, etc.; a set of declarative actions accessible in SharePoint Designer and intended for the creation of workflows; and the Azure service, where the processing of each of the declarative actions is performed.

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

3. Licenses types

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

3.1 Trial License. Provided automatically for a 30 days and allows running no more than 10000 actions to use the Service without any limitation on service functionality for that period or until the provided action number are expended. 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 plan.

4 Licensing terms for the Service

4.1 The Service is licensed according to the following principle: you can use the workflows with unique names; their numbers should not exceed the limit defined in your current subscription. The workflows created and used without the Service actions are not subject of licensing.

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 Service. The Service is used at your own risk.

5.2 MAPILab does not guarantee that the services 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 Service 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 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 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 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](#).

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 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 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 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 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 maintenance 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.