

HarePoint Content and Workflow Migrator for SharePoint EULA

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1. Terms used in this Agreement

Seat - a user who has access to the Product inside the company's environment.

License services - technical support and version updates included in the license by default.

License renewal - the prolongation of license services for an additional year.

2. Rights to the Product

2.1. All rights to the Product belong to MAPILab and they are protected by the 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 a non-exclusive right to use the Product with the limitations 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, disassembly, and cloning of 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 clearly indicated in the license.

3. Licensing terms for the Product

The commercial license of the Product is seat-based. The number of licenses must be equal to the number of seats in an organization. This limitation does not cover Integrators license.

4. Licenses types

You may use the product on the basis of one of two licenses:

4.1. *Trial License*. Provided automatically for a 30-day period to use the Product in organization's test environments. Trial version does not have functional limitations concerning content and workflows that can be migrated in SharePoint but it may not be used in SharePoint Production environments; such use violates the trial license agreement.

4.2. *Commercial License*. This license is purchased for a number of seats and allows using the Product in the organization's environment without limitation by usage time and functionality.

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 is not responsible if the Product ceases to function due to changes in your IT-infrastructure.

6. Confidential information

6.1. Any log files of the Product, access credentials, and other information about your infrastructure, which has been given to MAPILab by you shall be deemed confidential information.

6.2. If not specifically stated otherwise, MAPILab has the right to send confidential information to its authorized representatives, and to transfer such information outside of your country.

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

6.4. The fact that you acquire a license or licenses for the Product is not considered confidential information unless otherwise stated, and may be mentioned on the Product websites and in marketing materials.

7. Refunds

7.1. For testing of the Product, a Trial License is granted, according to Section 4. Failure on your side to test the Product 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 reception of your letter.

8. Technical support, Product updates and License renewal

8.1. The price of the license for the Product includes the cost of technical support and Product updates for ONE year from the date of the acquisition of the license. After the expiration of this period, you can continue to use your version of the Product without any limitations, purchase a subscription for technical support and Product upgrades, or purchase a new version of the Product as it becomes available.

8.2. License renewal at the standard price can be purchased up to ONE month after the license services expiration date. If the License renewal has not been purchased by the end of this grace period, the user can continue to run the software but license services will be unavailable. A License renewal can be obtained in this case but special pricing will be applied. Please [contact HarePoint sales department](#) for clarification.

8.3. You must have a competent technical staff to deploy and service the Product and contact the technical support service.

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