

HarePoint HelpDesk for SharePoint EULA

HarePoint is the 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).

Installation and usage of the software product HarePoint HelpDesk for SharePoint(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 installing and using the Product.

1. Terms used in this Agreement

Operator - user who processes and answers requests using the Product.

Active user – Product users with a live Subscription in the current time.

Billing cycle - the interval of time from the end date on one bill to the end date listed on the next billing statement for Product subscriptions.

License Renewal - the prolongation of technical support and version updates 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. License types and terms

3.1 You may use the product on the basis of one of three licenses:

3.1.1 *Trial License*. Provided automatically for a 30 days and allows running the Product without any limitation on service functionality for that period. This agreement presupposes that you are using the Product and the Trial License with the intent to acquire a Subscription or Perpetual 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 or Perpetual License.

3.1.2 *Perpetual License*. The number of users and servers isn't accounted in this licensing model. This license allows using the Product in the organization's environment without limitation by usage time and functionality.

3.1.3 *Subscription*. A Subscription provides usage 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 plan.

The Subscription plans are Agent-based; each plan is limited by the number of agents. The Subscription allows to deploy and utilize the Product on an unlimited number of sites in a Single SharePoint Farm.

3.2 Subscription billing cycles. You can choose monthly or annual billing for any plan.

3.3 Subscription cancellation. You can cancel your Subscription anytime. Funds which remain as part of the payment of the ongoing billing cycle are non-refundable.

3.4 Subscription changing. In case of upgrading of your actual plan for more agents, you can change your plan anytime, paying only the difference in the price between the two plans. The new billing cycle in this case will be started from the upgrade date. In all another cases, you can change your Subscription plan after your current plan is finished.

3.5 Subscription recurrent payments. You can set up auto-renewal or manual renewal options for any Subscription plan according its billing cycle.

3.6 MAPILab reserves a right to change the Subscription plans anytime without active user notification. Herewith, all active users of the Product can use their current plans without limitations, restrictions or necessity to change the plan.

4. Disclaimer

4.1. 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.**

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

5. Confidential information

5.1. 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.

5.2. 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.

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

5.4. 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.

6. Refunds

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

6.2. 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.

6.3. 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.

7. Technical support, Product updates and License renewal

7.1 The price of the Perpetual License for the Product includes the cost of technical support and Product version 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 or you can purchase License Renewal to obtain technical support and version updates for the additional year. License renewal at the standard price can be purchased up to ONE month after the license 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 technical support and version updates 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.

7.2. The Subscription to the Product includes the cost of technical support and Product version updates for Active Users.

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

7.4. All requests for technical support must be made through the [online support system](#) on the site of the Product.

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.