License Agreement

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 Analytics for SharePoint (hereinafter the Product) by you, including user programs and report packs, 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

Execution environment - physical or virtual environment in which an operating system runs.

SharePoint server - an execution environment where one of the following products is installed: "Office SharePoint Server", "Office SharePoint Server for Search", "Windows SharePoint Services", "Project Server 2007" or "InfoPath Form Services".

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.

Internet site - a website that controlled by SharePoint servers under license from Microsoft or its representatives under the conditions provided by Office SharePoint Server 2007 for Internet sites and/or Office Forms Server for Internet sites.

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).

2. Rights to the Product

2.1 All rights to the belong to Mapilab and 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 nonexclusive 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 legislation of the Russian Federation.

2.5 Mapilab reserves all rights that are not clearly indicated in the license.

3. Licensing terms for Product

3.1 With the exception of special types of licenses, described in points 4 and 5, the Product is licensed according to the number of users.

3.2 A user license is required for each **SharePoint user**. One user license can be used on any number of servers in the given organization. The number of user licenses for the Product must not be less than the number of client licenses (CAL) on the SharePoint server; when using the Product on a server with Windows SharePoint Services, the number of user licenses for the Product must not be less than the number of **SharePoint users**.

4. Product licenses for Internet sites

For Internet sites, the Product is licenses by SharePoint servers, without consideration of the number of users.

5. Test license and a trial period

5.1 If you install the product without the purchase of a license, Mapilab provides you a one-time, 30-day trial license to test the product and all its functions.

5.2 This agreement presupposes that you have used the product and used the test license with the intent to acquire a license for the Product after a successful test. Mapilab may contact you to discuss the progress of the testing of the product and the obtaining of a license.

5.3 After the expiration of the test license, you must purchase a license for the Product or stop using it and delete all installed copies of the Product.

6. Disclaimer

6.1 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**.

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

7. Confidential information

7.1 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.

7.2 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.

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

8. Refunds

8.1 For testing of the Product, a free test license is granted, according to Section 5. Failure on your side to test the Product before buying it cannot serve as grounds for a refund.

8.2 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.

8.3 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.

9. Technical support and Product updates

9.1 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.

9.2 You must have a competent technical staff to deploy and service the product and contact the technical support service.

9.3 All requests for technical support must be made through the online support system on the site of the Product (http://www.harepoint.com/Support/Default.aspx).

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.