
License Agreement / Terms and Conditions

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Contents

1.0	General	3
2.0	License	3
2.1	General	3
2.2	License Registration	3
2.3	License Pricing	4
3.0	Copyright	4
4.0	Customer Product Modification	4
4.1	Modification Requests	5
5.0	Installation	5
6.0	Support	5
6.1	Service Level Agreement	5
7.0	Product Updates	6
8.0	Refunds	6
9.0	Disclaimer of Responsibility	6
10.0	Data Privacy	7
11.0	Confidentiality	7
12.0	Changes In Terms	7

1.0 General

This is a Legal Agreement between "**LightningApps 365**" and the "**Customer**" (purchaser).

This agreement is in relation to the Customer's purchase and use of products developed by LightningApps 365. It is assumed that upon purchasing the product(s) developed by LightningApps 365, the Customer acknowledges the understated terms and conditions outlined in this agreement.

This agreement applies regardless of the channel or method used to purchase the product(s) developed by LightningApps 365, be that direct from LightningApps 365, via an online store, via a Partner of LightningApps 365 or through any other means.

The Customer will lose all rights to use the product automatically on any breaching of this agreement. Under these circumstances the customer must cease using the product(s) developed by LightningApps 365 and terminate all copies and derivatives of the product at Customer's disposal.

All developments, products and support from LightningAudit 365 will be provided in the English language only.

2.0 License

2.1 General

The Customer is entitled to a license upon purchasing the product, which will be valid until the Customer stops using the product, stops making payment for the license or LightningApps 365 revokes this license because of the Customer's inability to adhere to any of its terms and conditions.

The product(s) developed and sold by LightningApps 365 (be that sale direct or through a third party or through an online sales channel) must be licensed in full for the intended use. LightningApps 365 developed products are licensed for a period of time which, upon the expiry of said period of time, must be renewed to continue use of the product(s). All users who use the product(s) developed by LightningApps 365 must only do so whilst they have a valid license which is paid in full. Using the product(s) developed by LightningApps 365 and failure to renew a license at the point of renewal will constitute a breach of these terms and conditions.

A license sold does not contain the ownership of any original works, part of it, or any documentation or derivative works of the product(s) developed by LightningApps 365. Editing of license documentation, or the terms and conditions surrounding the license and/or the product(s) developed by LightningApps 365, in any other way will lead to cancellation of license, Customer's deprivation of right for a refund, product update(s), and in product's incorrect operation. LightningApps 365 does not hold any accountability for any business or personal data loss or harm caused to the product(s) or its related data structures and source in the event of license functionality editing attempts.

2.2 License Registration

LightningApps 365 provides a Single Installation License for the product(s). All product instances where the product is used should have specific license through registering at LightningApps 365 or via the channel of purchase (i.e. a partner or a LightningApps 365 approved app store).

Where licenses are purchased outside of an app store (i.e. Microsoft AppSource), a licensing certificate must be obtained to confirm the registration of the licenses purchased.

2.3 License Pricing

License pricing is set out in the channels where LightningApp 365 product(s) and development(s) are purchased.

LightningApps 365 reserves the right to increase license prices yearly by a maximum of 10%. Should a price increases to licenses be implemented this will happen in April of each calendar year.

3.0 Copyright

Any illegal copying, leasing, renting, sublicensing, conveying, developing any derivative works, or divulging of modification source codes in any way (including transferring of the product(s) to other platforms) without prior written approval from LightningApps 365 is strictly prohibited.

Evidence of copyright infringement include, but not restricted to, similar code patterns and data structures and containing similar product source code or scripts, design and layout.

Customers are not authorised to terminate the original LightningApps 365 copyright inscription from the source code of the product(s).

If found that the product(s) licensed are breaching the above terms of use, LightningApps 365 is authorised to suspend the license and suggest to the Customer the actions which should be taken to resolve the issue. In case of severe or repetitive violation is found where advice has been ignored, LightningApps 365 is authorised to revoke the license of the product with immediate effect.

All files, source codes and designs of the product are owned by LightningApps 365 and are subject to the Copyright, Designs and Patents Act 1988 along with international copyright treaty provisions. LightningApps 365 retains title and ownership of the product(s) and all enhancements, customisations and updates of the product(s) in which LightningApps 365 develop.

4.0 Customer Product Modification

It is strongly advised that the Customer does not modify the product(s) developed by LightningApps 365.

Where Customers do modify any element of the product(s) which they have licensed from LightningApps 365, this is done at their own risk.

Any modification to the product(s) by the Customer will not be supported by LightningApps 365.

LightningApps 365 will take no responsibility for any repercussions to functionality and/or data loss caused by the release of an updated version to the product(s).

LightningApps 365 will consider supporting the Customer with modifications at its discretion through chargeable time, paid in advanced at the current hourly rate of LightningApps 365.

4.1 Modification Requests

LightningApps 365 will accept requests for new features and modifications to the product(s) it develops and provides. All requests will be considered but will come with no guarantee of being accepted or implemented. All requests will carry no guarantee of timeline for completion or integration in to the product(s) they are requested for in the event they are accepted. LightningApps 365 will reserve the right to approve, reject and revoke any and all requests.

5.0 Installation

LightningApps 365 can help you install the product(s), this should be requested via support@lightningapps.co.uk and will attract additional costs. All costs will payable in advance at the current rate of LightningApps 365 services and will be non-refundable.

6.0 Support

Email support is offered for the functionality of the product(s) developed by LightningApps 365, within the limits of the both the product and platform / environment capability. This support is only available for users with a valid and assigned license.

LightningApps 365 will not provide support for the underlying architecture the product(s) utilise (for example, but not limited to, the Microsoft Power Apps service, the Microsoft Power Automate Service etc...).

Support requests should be sent directly to support@lightningapps365.co.uk stating the app and tenant name in the request.

The support team reserve the right to refuse or ignore any support request which is not valid, not relevant, is abusive or violates the terms of this agreement.

The support team will ensure that all best efforts are made to provide support but no outcomes are ever guaranteed.

6.1 Service Level Agreement

LightningApps 365 will provide support services via email only, Monday to Friday (excluding UK public holidays).

Support requests will aim to be responded to within 2 working days.

Support requests will carry no guaranteed resolution timescale.

The priority of support requests will be determined by LightningApps 365 support team, with all decisions being final.

LightningApps 365 may offer enhanced support with an enhanced service level agreement to the Customer – this will be on a case-by-case basis, at an additional charge, and be agreed separate to this agreement.

7.0 Product Updates

From time to time, LightningApps 365 may release updated to the product(s) it develops. LightningApps 365 will make the product updates available to the Customer through the same channel the original purchase of licenses and download of the product(s) was made.

Standard product updates developed and automatically released will not carry any additional license costs. Additional features and functionality, however, may attract an additional charge.

All updates can be used only as a replacement of an earlier purchased product, not as a separate copy or instance of a product.

LightningApps 365 reserves the right to determine which of their product(s) to update and when. LightningApps 365 also reserves the right not to update their product should no updates be deemed necessary.

Any update to LightningApps 365 product(s) which have been suggested as an enhancement or update from a Customer request will not entitle the Customer to any rights, royalties or other benefit from the inclusion of their request as a standard product update unless explicitly agreed, in writing.

LightningApps 365 also reserves the right to discontinue any of their product(s) and/or updates for their product(s).

Customers are not obliged to buy new updates once old ones have expired.

8.0 Refunds

LightningApps 365 does not offer a refund policy on license purchases under any circumstances.

9.0 Disclaimer of Responsibility

LightningApps 365 take no responsibility for the environment that it's products utilise (for example, but not limited to, the Microsoft Power Apps service, the Microsoft Power Automate Service, the Dataverse service etc...).

LightningApps 365 take no responsibility for the data held in the Customers tenant which is generated or utilised by the product(s) LightningApps 365 develop.

LightningApps 365 take no responsibility for updates to the infrastructure in which their product(s) utilise and offer no guarantee to compatibility with updates to infrastructure, services and frameworks out of the control of LightningApps 365.

LightningApps 365 take no responsibility for any backup(s) of the Customers data, Customers infrastructure or Customers utilisation of the product.

LightningApps 365 take no responsibility for Customer rollout, adoption or engagement with product(s).

LightningApps take no responsibility for access controls around the frameworks, environments or data stores it's products interact with.

LightningApps 365 products are not stand-alone solutions and they require framework installation with their respective license.

LightningApps 365 takes no responsibility for the Customer ensuring that all other licensing requirements are met for the environment and frame in which its products utilise (for example, but not limited to, Microsoft Office 365 licenses).

LightningApps 365 does not guarantee for its product to perform correctly on any Framework solution, whether modified or not.

LightningApps 365 is not liable for damages or incorrect running of the product(s), occurred due to installation or utilising of the product(s).

LightningApps 365 does not hold any accountability for content of an environment on which the product is installed. Complaints of any third party may lead to license suspension or revocation if the matter is not resolved. LightningApps 365 holds the right to suspend the license and offer both parties time for settlement or advice.

LightningApps 365 is not responsible to customers or any third party for any damages that include, but not restricted to, loss of business or business profits, loss of business information due to using LightningApps 365 products.

By accepting this license agreement the customer acknowledges to use the product at own risk and is entirely responsible for any damage to own computer system or data.

10.0 Data Privacy

LightningApps 365 do not hold or access any data of it's Customers. All data is owned by the Customer and is held in the Microsoft Power Platform Dataverse pertaining to the solution.

LightningApps 365 has no access to , or visibility of, the data of it's Customers regardless of if the data is input through a product built by LightningApps 365.

11.0 Confidentiality

Each party (LightningApps 365 and the Customer) agrees that it shall not disclose any information about trade secrets, build methods, processes etc. or any other confidential, business or financial information of the other party, which it comes to know during the course of its performance of this agreement to any third party, without the prior written consent of such other party. This obligation shall survive the termination of this agreement or license.

12.0 Changes In Terms

LightningApps 365 reserves the right to amend or modify these agreement terms at any time. It is the responsibility of the Customer to inquire about any changes made to the present agreement.