

Waypoint AI End User License Agreement (EULA)

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IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE.

This End User License Agreement ("Agreement") is a legal agreement between you (an individual or an entity, referred to as "User," "you," or "your") and Waypoint AI, a Delaware corporation headquartered in California ("Waypoint AI," "we," "us," or "our"), governing your use of the Waypoint AI B2B SaaS analytics platform ("Software") and associated documentation.

BY CLICKING THE "I AGREE" BUTTON OR ACCESSING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SOFTWARE.

1. LICENSE GRANT

Subject to the terms and conditions of this Agreement, Waypoint AI grants you a limited, non-exclusive, non-transferable license to access and use the Software solely for internal business purposes. The scope of usage will be determined by your subscription plan, including any termed agreements specifying usage limits, custom terms, and service levels. This Agreement also applies to global enterprises and aligns with high standards of compliance and security.

2. RESTRICTIONS

You shall not:

- Reverse-engineer, decompile, disassemble, or attempt to derive the source code of the Software.
- Modify or create derivative works of the Software.
- Use the Software for any purpose outside the agreed scope outlined in your subscription or termed agreement.
- Share, sublicense, lease, or otherwise distribute the Software to any third party without prior written consent from Waypoint AI.



3. THIRD-PARTY INTEGRATIONS

The Software integrates with platforms such as Jira, Salesforce, Zendesk, GitLab, Confluence, and other related tools. While Waypoint AI ensures the smooth functioning of its integrations, we do not warrant the performance, accuracy, or availability of third-party platforms. Users should review and comply with the terms of service of these third-party platforms independently.

4. SECURITY AND DATA PRIVACY

Waypoint AI is committed to industry-leading security standards, ensuring the protection of customer data. Data privacy and compliance with global regulations, including but not limited to GDPR, CCPA, and other relevant international standards, are upheld. Please refer to our Privacy Policy for comprehensive information on data handling practices.

5. NO WARRANTY

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WAYPOINT AI BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, ARISING FROM YOUR USE OR INABILITY TO USE THE SOFTWARE, EVEN IF WAYPOINT AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR GLOBAL 1000 CUSTOMERS, LIABILITY SHALL NOT EXCEED THE FEES PAID FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

7. PAYMENT TERMS

All payment and billing practices are governed by Waypoint AI's Payment and Refund Policy. Enterprise customers or those on termed agreements may be subject to invoicing with Net 30 payment terms as outlined in their specific contracts.

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Delaware, excluding its conflict of law principles. For global customers, local mandatory laws may apply as required by jurisdiction.



9. CHANGES TO THIS AGREEMENT

Waypoint AI reserves the right to amend this Agreement at any time. Notice of changes will be provided through updates on our website or via email. Continued use of the Software after modifications constitutes acceptance of the revised Agreement.

10. TERMINATION

Waypoint AI may terminate this Agreement if you violate any terms herein. Upon termination, you must cease all use of the Software and destroy any copies in your possession. For global enterprises, custom termination clauses outlined in termed agreements may apply.

11. SERVICE LEVEL COMMITMENTS

Enterprise package users, including global 1000 customers, are entitled to the Service Level Commitments outlined in the Waypoint AI SLA. Remedies for failure to meet service standards are specified within the SLA and are the sole recourse for such failures.

12. FORCE MAJEURE

Waypoint AI shall not be held liable for delays or failure in performance due to events beyond its reasonable control, including but not limited to natural disasters, war, acts of terrorism, labor disputes, and interruptions in service from external providers.

13. CONTACT US

For questions or issues regarding this Agreement, please contact support@mywaypoint.ai.

