

Waypoint Tech Inc. Terms of Service

Last Updated: November 19, 2024

If you signed a separate Cover Page to access the Product with the same account, and that agreement has not ended, the terms below do not apply to you. Instead, your separate Cover Page applies to your use of the Product.

This Agreement is between Waypoint Tech Inc. and the company or person accessing or using the Product. This Agreement consists of: (1) the Order Form below and (2) the Framework Terms defined below.

If you are accessing or using the Product on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company. By signing up, accessing, or using the Product, Customer indicates its acceptance of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Cover Page

Order Form

Framework Terms: This Order Form incorporates and is governed by the Framework Terms that are made up of the Key Terms below and the Common Paper [Cloud Service Agreement Standard Terms Version 2.0](https://commonpaper.com/standards/cloud-service-agreement/2.0/) (<https://commonpaper.com/standards/cloud-service-agreement/2.0/>), which are incorporated by reference. Any modifications to the Standard Terms made in the Cover Page will control over conflicts with the Standard Terms. Capitalized words have the meanings given in the Cover Page or the Standard Terms.

Cloud Service: Waypoint AI Enterprise is a cloud-based analytics platform that monitors Support and Engineering systems to generate insights to accelerate resolution.

Order Date: The Effective Date

Subscription Period: 1 year(s)

Cloud Service Fees:

Certain parts of the Product have different pricing plans, which are available at Provider's pricing page (mywaypoint.ai/pricing). Customer will pay Provider the applicable Fees based on the Product tier and Customer's usage. Provider may update Product pricing by giving at least 30 days notice to Customer (including by email or notification within the Product), and the change will apply in the next Subscription Period. Modifying Section 5.1, fees are inclusive of taxes.

Payment Process:

Bill by invoice: Provider will invoice Customer Annually. Customer will pay each invoice within 30 day(s) from date of invoice.

Non-Renewal Notice Period: At least 30 days before the end of the current Subscription Period.

Technical Support: Support Chat: <https://waypointai.zendesk.com/hc/en-us>
Support Email: support@mywaypoint.ai

SLA: Provider will use commercially reasonable efforts to provide and maintain the Cloud Service without excessive errors and interruptions. If Provider does not meet the SLA in two consecutive months or over three months in any 12-month period, then Customer may, as its only remedy, terminate this Order Form upon notice and receive a prorated refund of prepaid fees for the remainder of the Subscription Period.

Key Terms

Customer: The company or person who accesses or uses the Product. If the person accepting this Agreement is doing so on behalf of a company, all use of the word "Customer" in the Agreement will mean that company.



Provider: Waypoint Tech Inc.

Effective Date: The date Customer first accepts this Agreement.

Governing Law: The laws of the State of Delaware

Chosen Courts: The state or federal courts located in Delaware

Covered Claims:

Provider Covered Claims: Any action, proceeding, or claim that the Cloud Service, when used by Customer according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights.

Customer Covered Claims: Any action, proceeding, or claim that (1) the Customer Content, when used according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights; or (2) results from Customer's breach or alleged breach of Section 2.1 (Restrictions on Customer).

General Cap Amount:

The fees paid or payable by Customer to provider in the 12 month period immediately before the claim

Notice Address:

For Provider: notices@mywaypoint.ai

For Customer: The main email address on Customer's account

Attachments and Supplements

DPA: <https://waypointai.zendesk.com/hc/en-us/articles/22066627705875-Waypoint-Legal-Policies>

Security Policy:

Provider will use commercially reasonable efforts to secure the Cloud Service from unauthorized access, alteration, or use and other unlawful tampering.

Security Policy available at: <https://waypointai.zendesk.com/hc/en-us/articles/22066627705875-Waypoint-Legal-Policies>

Waypoint AI will not use Customer Data or Usage Data (including any Inputs or Outputs) to train, re-train or fine-tune any Model that Waypoint AI makes available to other Waypoint AI customers.

Provider will maintain annually updated reports or annual certifications of compliance with the following: Penetration Testing and SOC2 Type I

Insurance Minimums:

- Commercial general liability with a minimum limit for each occurrence of at least \$1,000,000.00 and at least \$2,000,000.00 in the aggregate
- Worker's compensation insurance as required by Applicable Law.

