

EULA

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EazyDI Cloud Terms of Service

Last Updated: 15th February 2024

Read Carefully These Terms Of Service, As They, Together With The Online Order Form On Which They Are Referenced, Together With Other Documents Incorporated Therein, Constitute A Legally Binding Agreement And Govern Any Use Of The Eazydi Cloud Services. By Ordering And/Or Renewing The Cloud Services, Including On A Trial Basis, Customer Agrees To These Terms Of Service With Eazydi, Inc., A Texas Corporation With Offices Located At 539 W Commerce St #2150, Dallas, Tx 75208 ("Eazydi"), Unless Customer And Eazydi Have Entered Into A Separate Written Agreement Governing The Cloud Services. If Customer Does Not Agree To These Terms Of Service, Customer Must Not Access Or Use The Cloud Service.

PLEASE NOTE THAT IF YOU SIGN UP FOR THE CLOUD SERVICES USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR OTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (C) THE WORDS "CUSTOMER" OR "YOU" WILL REFER TO YOUR EMPLOYER OR THAT ENTITY. If you do not have the legal authority to bind your employer or the applicable entity, please do not click "I agree" (or similar button or checkbox) that is presented to you.

The terms of the agreement between Customer and EazyDI are effective as of the date you first click "I agree" (or similar button or checkbox) or use or access the Cloud Services.

1. DEFINITIONS.

The following capitalized terms shall have the following meanings whenever used in this Agreement. Other capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined.

- 1.1. "Additional Services" means any consulting, development, educational, or additional support services purchased by Customer in the applicable Order Form and SOW relating to training and assistance with Cloud Services deployment, usage, customization, or configuration.
- 1.2. "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with a party, where "control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause direction of the general management of a legal entity.
- 1.3. "Agreement" means the following documents in the following order of precedence: (a) these Terms of Service, (b) the Data Processing Addendum, if applicable, (c) the Business Associate Agreement, if applicable, (d), the Privacy Policy, and (f) the online Order Form.
- 1.4. "Authorized Third Parties" means Customer's Users, Affiliates Users, Customer's third party service providers, and each of their respective Users, permitted to access and use the Cloud Services on Customer's behalf.
- 1.5. "Cloud Services" means EazyDI's hosted software-as-a-service offering ordered by Customer on an Order Form.
- 1.6. "Customer" means the legal entity represented by the individual accepting these Terms of Service, as documented on the Order Form.
- 1.7. "Customer Data" means the electronic data, materials, and information entered into the Cloud Services by or on behalf of Customer and its Users, including through Third Party Solution Components.
- 1.8. "Documentation" means the Cloud Services standard user guide, as updated by EazyDI from time to time.
- 1.9. "Free Services" means either (a) usage within the Free Tier as specified on the applicable Order Form, or (b) trial, evaluation of the Cloud Services for the period specified by EazyDI.
- 1.10. "Feedback" means any suggestion or idea for modifying any of EazyDI's products or services, including without limitation all intellectual property rights in any such suggestion or idea
- 1.11. "Initial Subscription Term" means the initial subscription term for the Cloud Services as specified on an Order Form.
- 1.12. "Materials" means any materials provided by EazyDI to Customer in connection with the provision of Services.
- 1.13. "Order Form" means EazyDI's online order page(s), flows, in-product screen(s) or other EazyDI -approved ordering document or process describing the products and services Customer is ordering from EazyDI. As applicable, the Order will identify (a) the Cloud Service(s), (b) the Subscription Term, usage limits (tier), or other scope of use parameters, and (c) for paid Orders, the amount or rate you will be charged, the billing and renewal terms, applicable currency, and form of payment. An Order Form may include Free Services or Additional Services.
- 1.14. "Renewal Term" means the renewal subscription term for the Cloud Services commencing after the Initial Subscription Term or another Renewal Term.
- 1.15. "Sensitive Personal Information" means the following types of data: any financial information (including without limitation, billing information and cardholder or sensitive authentication data, as those terms are defined under the Payment Card Industry Data Security Standard); personally identifiable financial information, as defined by and subject to the Gramm-Leach-Bliley Financial Modernization Act of 1999 ("GLBA"); country identification numbers (including, without limitation, Social Insurance Number, Social Security Number, or other governmentally-issued identification number such as driver's license or passport number); data on any minor under the age of 13 that would be subject to the Children Online Privacy Protection Act ("COPPA"); "protected information," including education records, as defined under the Family Educational Rights and Privacy Act or 1974 ("FERPA"); any Protected Health Information ("PHI") as defined by and subject to the Health Insurance Portability and Accountability Act ("HIPAA"); sensitive data, as defined under applicable U.S. State law; Special Categories of personal data identified in Article (of the General Data Protection Regulation (EU) 2016/679 ("GDPR"); and personal data relating to criminal convictions and offences.
- 1.16. "SOW" means a statement of work between EazyDI and Customer with respect to Services. .
- 1.17. "Subscription" means Customer's right to access and use the relevant Cloud Services, as and to the extent listed on an Order Form. .
- 1.18. "Subscription Term" means the Initial Subscription Term plus any and all subsequent Renewal Terms. .
- 1.19. "Third Party Solution Components" means online applications and offline software provided by entities or individuals other than EazyDI and that interoperate with the Cloud Services. .
- 1.20. "User" means an individual (including contractors or employees) permitted to access and use the Cloud Services on Customer's behalf. .

2. ORDERING AND USING SERVICES

2.1. Registration, Username and Passwords : Customer may be required to provide information to register for and to access or use the Cloud Services ("Identifying Data"). Customer represents and warrants that any such information is and will remain accurate and complete, and that EazyDI has no liability whatsoever for errors and omissions in Identifying Data. Customer is solely responsible for managing Users and maintaining the security of usernames and passwords.

2.2. Access to Cloud Services : Subject to the terms of this Agreement and the applicable Order Form, EazyDI grants Customer a limited, worldwide, non-exclusive, non-transferrable right to access and use the Cloud Services during the Subscription Term solely for Customer's and its Affiliates' internal business purposes. EazyDI may (a) enhance or refine the Cloud Services, although in doing so, EazyDI will not materially reduce the core functionality of the Cloud Services; and (b) perform scheduled maintenance on the infrastructure and software used to provide the Cloud Services, during which Customer may experience some disruption of the Cloud Services.

2.3. Restrictions: Except as otherwise expressly permitted in this Agreement (e.g., Affiliate use), Customer shall not (and shall not permit others to): (a) reproduce, modify, adapt or create derivative works of the Cloud Services; (b) use the Cloud Services for service bureau or time-sharing purposes or in any other way allow third parties to access the Cloud Services; (c) use the Cloud Services for the benefit of a third party or incorporate the Cloud Services into a product or service you provide to a third party; (d) remove any product identification, proprietary, copyright or other notices contained in the Cloud Services; (e) use the Cloud Services for competitive analysis or to build competitive products; (f) interfere with other customers' access to or use of the Cloud Services; (g) facilitate the attack or disruption of the Cloud Services, including but not limited to a denial-of-service attack, penetration testing, or distribution of malware; (h) cause an unusual spike or increase in Customer's use of the Cloud Service that negatively affects operation of the Cloud Service; or (i) submit any Customer Data that is not permitted by these Terms of Service.

2.4. Authorized Third Party Use: Customer may, at its option, permit one or more Authorized Third Parties to access and use the Cloud Services subject to this Agreement. If Customer does so, it is wholly responsible for Authorized Third Parties' compliance with the terms of this Agreement and all acts and omissions of such Authorized Third Parties. No Authorized Third Party or Customer User will have the right to take any legal action against EazyDI under this Agreement or any Order Form.

2.5. Documentation and Support: Customer may reproduce the Documentation as reasonably necessary to support its authorized use of the Cloud Services. The Subscription to the Cloud Services also includes any updates that EazyDI makes available to all Customers in the hosted platform as well as Q&A through an online chatbot accessible through the Cloud Services interface during EazyDI's designated business hours. The Cloud Services Subscription does not include any email or after hours support.

2.6. Use with Third Party Solution Components: The use of the Cloud Services with Third Party Solution Components is at Customer's discretion and Customer's own risk. Customer is responsible for complying with any applicable third party terms, including privacy policies. EazyDI does not provide support or guarantee ongoing integration support for Third Party Solution Components that are not a native part of the Cloud Services.

3. IP RIGHTS.

3.1. Additional services beyond the Documentation and online resources made available by EazyDI can be contracted for separately through an SOW for Additional Services. Rates and any applicable fees will be as set forth in the SOW.

4. INSTALLATION AND SUPPORT.

4.1. Right to Use: Customer grants to EazyDI, including its Affiliates and subcontractors, a non-exclusive, non-transferrable, world-wide right to process and disclose Customer Data for the limited purpose of providing the Cloud Services.

4.2. Customer Data Compliance Obligations: EazyDI designs its Cloud Services to allow Customers to achieve individually determined configurations, select sources and destinations for Customer Data, enforce User access controls, and manage data categories. Customer understands that its use of the Cloud Services and compliance with these Terms of Service does not constitute compliance with any law. Customer acknowledges that it has an independent duty to comply with all laws applicable to it, including data privacy laws relating to the processing of Sensitive Personal Information. Customer will collect and maintain all personal data contained in Customer Data in compliance with applicable data privacy and protection laws. Customer represents and warrants that it has all the rights in the Customer Data necessary for the use, display, publishing, sharing and distribution of the Customer Data and that such use of the Customer Data under the Agreement does not violate any third-party rights, laws, or the terms of the Agreement.

4.3. Sensitive Personal Information:

(a) Customer shall not use the Cloud Services to process any Sensitive Personal Information without EazyDI's separate written consent.

(b) If Customer believes it is a "Covered Entity" or "Business Associate" as defined by HIPAA, and to the extent Customer intends to provide PHI to EazyDI, Customer must sign and return the Business Associate Agreement at [link] (the hosted version of which may be modified at any time and without notice), or enter into a similar document by mutual agreement with EazyDI ("BAA") prior to providing any PHI to EazyDI, including as part of Customer Data. Customer expressly acknowledges that EazyDI is not a "Health Care Clearinghouse" within the meaning of HIPAA, and Customer shall not request or otherwise require EazyDI to act as such. To the extent any provision in the BAA is inconsistent with these Terms of Service, then the provision of the BAA shall control solely with respect to PHI.

(c) Unless the parties enter into a separate written agreement identified as a DPA, the terms of the Data Processing Addendum at [link], the hosted version of which may be modified at any time and without notice, ("DPA") are incorporated herein by reference when executed by Customer and received by EazyDI. To the extent Personal Data from the European Economic Area ("EEA"), the United Kingdom, and Switzerland are processed, the Standard Contractual Clauses shall apply as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are the data exporter, and Customer's acceptance of the Agreement shall be treated as its execution of the Standard Contractual Clauses and Appendices.

4.4. Security: EazyDI will use commercially reasonable, industry standard security measures in providing the Cloud Services and will comply with such data security regulations applicable to the Cloud Services. The Cloud Services are hosted and delivered from a data center operated by a third-party provider, which is solely responsible for the underlying infrastructure and hosting of the Cloud Services. Customer is solely responsible for any breach or loss resulting from: (a) Customer's failure to control user access; (b) failure to secure Customer Data which Customer transmits to or from the Cloud Services; and (c) failure to implement appropriate and timely backups, reasonable and appropriate security standards and measures, including encryption technology, to protect against unauthorized access.

5. IP RIGHTS

5.1. Additional Services Work Product: Customer shall have a license right to use or access any work product or Materials delivered as part of Additional Services provided by EazyDI, solely for its internal business purposes and solely in connection with the Cloud Services regarding which the Services were commissioned.

5.2. Ownership: Except as otherwise expressly granted under these Terms of Service,

(a) Customer retains all ownership and intellectual property rights in and to Customer Confidential Information, Customer Data, and any derivative works thereof, whether created by Customer or EazyDI, and

(b) EazyDI and its licensors retain all right, title, and interest in and to the Cloud Services, Documentation, and any Materials or Additional Services work product. Customer acknowledges that it is obtaining only a limited right to access and use the Cloud Services and that irrespective of any use of the words "purchase," "sale," or like terms hereunder no ownership rights are being conveyed to Customer under these Terms of Service or otherwise.

purchase, sale, or like terms hereunder no ownership rights are being conveyed to Customer under these terms of service or otherwise.

5.3.Feedback: Customer hereby grants EazyDI a perpetual, irrevocable, worldwide license to use any Feedback that Customer communicates to EazyDI during the Term, without compensation, without any obligation to report on such use, and without any other restriction. EazyDI's rights granted in the previous sentence include, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses. Notwithstanding the provisions of Section 7 below, Feedback will not be considered Customer's Confidential Information; however, EazyDI shall not identify Customer as the source of the Feedback, nor include any identifying information of Customer if sharing such Feedback with any third party.

6. BILLING, RENEWALS, AND PAYMENT:

6.1. Subscription Term. Except for trial purposes, the Cloud Services are offered on a monthly or annual subscription basis as selected on the Order Form.

6.2. Renewals and Cancellation. Except as otherwise specified on the Order Form, unless either party cancels the subscription prior to the expiration of the current Subscription Term, the subscription to the Cloud Services will automatically renew for subsequent periods of the same length as the initial Subscription Term. Customer shall provide at least 30 days notice of non-renewal through the means designated by EazyDI, which may include account settings in the Cloud Services or contacting the support team. Following the effective date of such cancellation, EazyDI will cease billing Customer and Customer will have until the end of the applicable billing cycle to complete use of the Cloud Services, but Customer will not receive any refunds or credits for amounts that have already been charged. All renewals are subject to the applicable Cloud Services continuing to be offered and will be charged at the then-current rates.

6.3. Excess Usage. If Customer's usage exceeds the tier selected on the Order Form, EazyDI will retroactively charge Customer at the end of the billing cycle for the difference between the higher tier that covers Customer's actual usage and the subscribed tier.

6.4. Modifying Usage. At any time, Customer may select a different usage tier to apply for the current Subscription Term, and which will then be renewed as provided herein. EazyDI will charge Customer at any increased use at the then-current rates, pro-rated for the remainder of the then-current Subscription Term. Lower use or selecting a lower tier shall not entitle Customer to a refund for the current Subscription Term; however, the lower then-current rate for the applicable tier will apply to renewals.

6.5. Payment. Customer will pay all fees in accordance with each Order Form, by the due date and in the currency specified on the Order Form. If a PO number is required for Customer's recordkeeping purposes, Customer must provide such PO number to EazyDI by emailing the PO number to [finance@eazydi.com]. Services are provided remotely except at the specific request of Customer. Any expenses incurred by EazyDI (travel, accommodation, meals) that are necessary for the performance of the Services and have previously been agreed in writing by the Customer, shall be invoiced as an extra charge to the Customer.

6.6. Taxes. Amounts due under this Agreement are payable to EazyDI without deduction and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value added tax withheld at the source. If applicable law requires withholding or deduction of such taxes or duties, Customer shall separately pay EazyDI the withheld or deducted amount. However, the prior two sentences do not apply to taxes based on EazyDI's net income.

7. TERM AND TERMINATION:

7.1.Agreement Term: This Agreement commences upon the beginning of the Initial Subscription Term and continues until the last Subscription Term under this Agreement has been terminated.

7.2.Suspension: EazyDI may, without limiting its other rights and remedies, suspend Customer's access to the Cloud Services at any time if: (a) required by applicable law, including export control laws; (b) Customer or any Authorized User is in violation of the terms of the Agreement; or (b) Customer's use disrupts the integrity or operation of the Cloud Services or interferes with use by others. EazyDI will use reasonable efforts to notify Customer prior to any suspension, unless prohibited by applicable law or court order.

7.3.Termination for Cause: Either party may terminate this Agreement and all Order Forms if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days thereafter). Termination is not an exclusive remedy for EazyDI, and the exercise of a termination right (or of any remedy under this Agreement) will be without prejudice to any other remedies EazyDI may have under this Agreement, by law, or otherwise.

7.4.Effects of Termination: Upon expiration or termination of this Agreement for any reason, (a) any amounts owed to EazyDI before such termination will be immediately due and payable; (b) Customer shall cease all use of the Cloud Services; and (c) Customer shall delete, destroy, or return all copies of the Documentation in its possession or control. If this Agreement is terminated by Customer in accordance with Section 5.3, EazyDI will refund Customer any prepaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. In no event will termination relieve Customer of its obligation to pay any fees payable to EazyDI for the period prior to the effective date of termination.

7.5.Survival: The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Sections 2.3, 5, 7.4, 7.5, 8, 9.2, 10, 11, 12; and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

8. CONFIDENTIAL INFORMATION:

8.1.Definition: "Confidential Information" means the following: (a) any document that one party ("Discloser") marks "Confidential" and provides to the other party ("Recipient"); (b) any information Discloser orally designates as "Confidential" at the time of disclosure, provided Discloser confirms such designation in writing within five business days; (c) the Documentation and any non-public features and functions of the Cloud Services, for which EazyDI is Discloser; (d) Customer Data, for which Customer is Discloser; and (e) any other nonpublic, sensitive information Recipient should reasonably consider a trade secret or otherwise confidential given the nature of the information and/or its disclosure. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is approved for release in writing by Discloser. Recipient is on notice that the Confidential Information may include Discloser's valuable trade secrets.

8.2.Nondisclosure: Recipient shall not use Confidential Information for any purpose other than to exercise its rights and perform its obligations under this Agreement. Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person has a need to know related to this Agreement and is subject to an obligation to maintain confidentiality no less restrictive than that set forth herein; and (b) shall not disclose Confidential Information to any other third party without Discloser's prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense.

8.3.Injunction: Recipient agrees that breach of this Section 7 would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

8.4.Termination & Return: With respect to each item of Confidential Information, the obligations of Section 7.2 above will terminate five years after the date of disclosure, provided that such obligations related to Confidential Information constituting Discloser's trade secrets shall continue so long as such

or disclosure, provided that such obligations related to Confidential Information constituting Discloser's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.

9. REPRESENTATIONS & WARRANTIES.

9.1.Mutual Warranties: Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

9.2.Disclaimer: Except for the express warranties set forth above, THE CLOUD SERVICES ARE PROVIDED AS-IS AND EAZYDI MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EazyDI does not warrant that (a) the Cloud Services will be uninterrupted or error-free; (b) the Cloud Services are free of viruses or other harmful components; (c) the results of using the Cloud Services will meet Customer's requirements; or (d) the Cloud Services will indefinitely interoperate with Third Party Solution Components.

10. INDEMNIFICATION

10.1.Indemnified Claims: Subject to the additional terms of this Section 9, EazyDI shall defend and indemnify Customer and Customer's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns ("Associates") against any third-party claim, suit, or proceeding arising out of, related to, or alleging direct infringement of any patent, copyright, trade secret, or other intellectual property right by the Cloud Services or Materials (an "Indemnified Claim"). EazyDI's obligations set forth in this Section 9.1 do not apply to the extent that an Indemnified Claim arises out of: (a) Customer's breach of this Agreement; (b) revisions to the Cloud Services or Materials made without EazyDI's written consent; (c) Customer's failure to incorporate Upgrades that would have avoided the alleged infringement, provided EazyDI offered such Upgrades without charges not otherwise required pursuant to this Agreement; (d) EazyDI's modification of Cloud Services or Materials in compliance with specifications provided by Customer; (e) use of the Cloud Services or Materials in combination with hardware or software not provided by EazyDI, if such combination or the third party hardware or software is the basis of the Indemnified Claim; or (f) any intellectual property right owned or licensed by Customer, excluding the Cloud Services or Materials.

10.2.Remedies: In the event an Indemnified Claim is made or appears probable, EazyDI, in its sole discretion and at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Cloud Services; (ii) replace or modify the Cloud Services to make it non-infringing, provided such modification or replacement will not materially degrade any functionality listed in the Documentation; or (iii) terminate any or all Customer licenses and refund any unused pre-paid fees for remainder of the Subscription Term.

10.3.Conditions: EazyDI's obligations pursuant to Section 9.1 above will be excused to the extent that Customer's or any of Customer's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. EazyDI will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Customer will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.

10.4. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND EAZYDI'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

11. LIMITATION OF LIABILITY

11.1. Cap. Subject Only To The Terms Of This Section 10, Eazydi's Total Aggregate Liability For All Claims Arising Out Of Or Related To This Agreement Will Not Exceed The Greater Of (A) Fees Paid Or Payable In The Twelve Month Period Preceding The Event Giving Rise To Such Liability Or (B) One Thousand Us Dollars (\$1,000.00).

11.2. Excluded Damages. In No Event Will Eazydi Be Liable For (A) Cost Of Substitute Goods And Services, Cost Of Cover, Or Any Analogous Costs Related To Replacement Of The Cloud Services And Services Provided Hereunder; Or (B) Loss Of Use, Lost Data, Lost Profits, Or Loss Of Business Or For Any Consequential, Indirect, Special, Incidental, Or Punitive Damages Arising Out Of Or Related To This Agreement.

11.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS SECTION 10 APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF EAZYDI IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.4. Exceptions to Limitation of Liability. For Subscriptions other than for Free Services, Sections 11.1 and 11.2 above do not apply to: (a) EazyDI's indemnification obligations; (b) breach of Section 8; (c) liability that may not be limited by applicable law; or (d) claims for attorneys' fees and other litigation costs recoverable by the prevailing party in any action.

12. MISCELLANEOUS.

12.1. Relationship Between the Parties. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

12.2. Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without EazyDI's express written consent, which shall not be unreasonably withheld. Except to the extent forbidden in this Section 11.2, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

12.3. Choice of Law & Jurisdiction. This Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of New York. This Section 11.3 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

12.4. Export. The Cloud Services is subject to U.S. export control and sanctions laws. Customer acknowledges and agrees to the applicability of and Customer's obligation to comply with such laws. Customer will not receive, use, transfer, export or re-export the Cloud Services in a way that would cause EazyDI to violate those laws.

12.5. U.S. Government Restricted Rights. Each of the Documentation and the software components that constitute the Cloud Services is a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software documentation" and "commercial computer software" pursuant to FAR 12.212 and DFARS 227.7202. All US Government end users acquire the Cloud Services and Documentation with only those rights set forth in this Agreement. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the US Government.

12.6. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

12.7. Notice. Any notice delivered by EazyDI to Customer under this Agreement will be delivered via email or regular mail to the Customer address on the Order Form. Notices to EazyDI should be sent to EAZYDI, INC., Attn: Legal, 539 W COMMERCE ST # 2150, DALLAS, TX 75208-1953.

12.8. Force Majeure. Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.

12.9. No Waiver. Failure by either party to enforce any right under this Agreement will not waive that right.

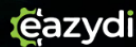
12.10. Severability. If any portion of this Agreement is not enforceable, it will not affect any other terms.

12.11. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

12.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

12.13. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

These EazyDI Cloud Terms of Service ("Terms") are entered into between ("EazyDI"), and the customer that accepted the Agreement ("Customer"). This Agreement may be accepted by manual signature or electronic signature of an applicable Order Form.



EazyDI simplifies Data Movement & Transformation empowering users with its simple and easy to use platform.

QUICK LINKS

- Platform
- Solution
- Integrations
- Pricing
- Contact Us

RESOURCES

- Data Integration & Harmonization
- Digital Insights
- Blog
- Case Studies

INFORMATION

- Privacy Policy
- Cookie Policy
- Terms & Conditions
- Site Map
- Careers

Welcome to our site, if you need help simply reply to this message, we are online and ready to help.

