Point11 Terms of Service: AWS Marketplace Addendum

Version 2026-10-04 · Applies with the Point11 Terms of Service, Version 2026-10-04 · Published at https://point11.ai/legal/aws-marketplace-addendum

1. Scope, acceptance and precedence

- **Scope.** This Addendum applies only when your organization buys Point11 Analytics through AWS Marketplace (an "AWS Purchase").
- **Your agreement.** For an AWS Purchase, your agreement with Point11, Inc. is the Point11 Terms of Service, Version 2026-10-04 (the "Terms"), together with this Addendum.
- **How you accept.** You accept the Terms and this Addendum in two places:
  - when you sign up for Point11 from AWS Marketplace, where the sign-up page shows both and requires your acceptance;
  - through your AWS Marketplace offer, whose end user license agreement is the Terms and this Addendum.
- **Precedence:**
  - Where this Addendum conflicts with the Terms, this Addendum controls for that AWS Purchase.
  - If an AWS Marketplace private offer includes other terms Point11 has agreed to, those terms control where they conflict with the Terms or this Addendum.
  - The Standard Contract for AWS Marketplace does not apply unless a private offer expressly includes it.
- **Definitions.** Capitalized terms not defined here have the meanings given in the Terms.

2. AWS is the billing party

- **Who bills.** AWS invoices and collects every fee for an AWS Purchase. Prices, invoicing, currency and payment terms are those in your AWS Marketplace offer and your agreement with AWS. For an AWS Purchase, references in the Terms to "prices posted on our website" mean the prices in your offer and in the Point11 product listing on AWS Marketplace.
- **Taxes.** Where AWS calculates and collects taxes as a marketplace facilitator, it does so for your AWS Purchase. Otherwise, taxes follow your AWS offer. Point11 invoices you for nothing directly.
- **No payment details.** Point11 does not collect card, bank account or other payment details for an AWS Purchase. The Terms' provisions on billing through Stripe, calendar-month invoicing, saving a payment method, and suspension after a failed payment do not apply.
- **No promotions.** Promotional credits, promotional codes and the First Month Free offer do not apply to an AWS Purchase.
- **Access follows AWS.** If AWS suspends, cancels or ends your subscription, including for non-payment, your paid access follows what AWS reports to Point11.
- **Amounts paid.** For an AWS Purchase, references in the Terms to amounts you paid to Point11, including in the limitation of liability, include fees you paid through AWS Marketplace for the services.

3. Term, renewal, cancellation and termination

- **Term.** Your subscription term is the one in your AWS agreement. The public offer is one month.
- **Renewal.** It renews automatically only while auto-renewal is on in AWS Marketplace.
- **Cancellation happens in AWS.** Turning off auto-renewal ends your subscription at the end of the current term, and service continues until then. Point11 cannot cancel or change your AWS subscription for you. Closing your Point11 organization does not cancel your AWS subscription; cancel it in AWS Marketplace.

- **After your subscription ends.** When it ends, your organization enters a 30-day export window. It is then closed automatically, unless a new AWS subscription or another paid plan is active. Section 6 explains how.
- **Termination and suspension by Point11.** Point11's rights under the Terms to terminate for uncured material breach, and to suspend for acceptable-use violations, remain. When Point11 exercises them for an AWS Purchase, it may suspend your access immediately, and it requests cancellation of your AWS agreement through AWS Marketplace.

4. Refunds

- **Non-refundable.** Fees are non-refundable once billed, including when you cancel, except as AWS Marketplace policy provides. For example, AWS refunds a public-offer purchase canceled within 48 hours, and AWS may refund charges caused by metering errors.
- **How to ask.** To question a charge or request a refund, email support@point11.ai with your AWS account ID and AWS Marketplace agreement ID.
- **How refunds are handled.** Point11 reviews each request manually. Any refund Point11 grants is issued through AWS Marketplace. Point11 issues no automatic refunds.

5. Usage, overage and price changes

- **Allowances.** Your plan includes usage allowances for each calendar month in UTC, shown in Settings > Usage. They reset on the 1st, whatever day your AWS term starts or renews. A month your subscription starts partway through, or in which a term with auto-renewal off ends, includes each allowance's share for the days your subscription covers, rounded up.
- **Usage past the allowances.** Point11 meters it and reports it to AWS at the rates in your offer and the product listing. AWS bills it monthly in arrears on your AWS bill. There is no dollar cap, and you control usage by scheduling or pausing campaigns.
- **Consent.** Accepting your AWS agreement is your organization's acceptance of these usage charges, as subscribing is under the Terms.

- **AWS is the only billing channel.** Point11 bills usage only through AWS. Usage that Point11 cannot report to AWS within AWS's reporting window is not charged.
- **Price changes:**
  - Point11 gives at least 90 days' notice before any rate increase takes effect for your AWS subscription. Notice goes by email to your organization's owners and admins.
  - A rate change applies only to usage after it takes effect.
  - Changes to the listed AWS price dimensions also follow AWS Marketplace's own notice rules.
  - This replaces the Terms' 30-day notice for AWS Purchases.

6. Export and data deletion

- **Deletion on request.** At any time, your organization's owner can close the organization in Point11, or ask Point11 to close it and delete its data by emailing legal@point11.ai.
- **When your AWS subscription ends:**
  - Your organization enters a 30-day export window.
  - At the end of that window, Point11 closes the organization automatically.
  - Closure is skipped if, when the window ends, a new AWS subscription or another paid plan is active on that organization.
- **Exports.** Ask for a copy of your data by emailing support@point11.ai within the export window. Point11 provides it in a standard machine-readable format within 30 days of your request, before deletion begins. If you close your organization yourself or ask Point11 to delete its data, ask for any export first. This replaces the Terms' post-termination export provision for AWS Purchases.
- **Deletion after closure.** Point11 begins permanently deleting, or irreversibly redacting, the organization's data 30 days after closure, and finishes within 45 days of closure. If you asked by email, Point11 confirms completion in writing. Deletion covers everything the organization and its members provided and everything the service produced for it, as described in Section 4 of the Privacy Policy.

- **Backups.** Deleted data can remain in Point11's encrypted database backup history for up to 30 days after it is deleted, and then it expires.
- **Worst-case timing after your subscription ends:**
  - your data is deleted within 75 days;
  - its backup copies expire within 105 days.
- **What Point11 keeps:**
  - the security audit log, which is append-only and kept for at least one year;
  - billing and tax records the law requires;
  - records stripped of your data that keep only identifiers, dates and counts.

7. Security incident notice

- **What triggers notice.** A security incident in which your organization's customer data was, or is reasonably believed to have been, accessed, disclosed, altered or destroyed without authorization.
- **Who is told, and when.** Point11 emails your organization's owners and admins without undue delay, and no later than 72 hours after Point11 becomes aware of the incident.
- **Incomplete facts.** If facts are still incomplete at 72 hours, Point11 sends what it knows and follows up as facts are confirmed.
- **Reporting.** Report a suspected incident or a vulnerability to security@point11.ai.

8. Support and contacts

- **support@point11.ai:**
  - help using Point11;
  - questions about your AWS Marketplace subscription or charges;
  - refund requests;
  - data exports.

  Include your AWS account ID. Your account manager is also reachable from Support in the Point11 dashboard.

- **legal@point11.ai:** privacy, terms and data protection questions, and deletion requests.
- **security@point11.ai:** security incidents and vulnerabilities.
- **No stated hours.** Point11 does not commit to support hours or response times.

9. Changes, and everything else

- **Changes.** A change to the Terms or this Addendum applies to an AWS subscription from its next renewal, except a change the law requires, which can apply sooner. Rate changes follow section 5 instead. Each version of this Addendum is dated and published at https://point11.ai/legal/aws-marketplace-addendum.
- **Everything else is unchanged.** Except as this Addendum states, the Terms apply to an AWS Purchase unchanged. That includes:
  - acceptable use, and the AI disclosures (including the Meta Muse Spark disclosure);
  - third-party and competitive data, Customer Marks, and confidentiality;
  - the warranty disclaimer, limitation of liability and indemnification;
  - disputes and governing law: Delaware law, with arbitration administered by the American Arbitration Association and seated in Miami-Dade County, Florida.
- **Nothing added.** This Addendum adds no insurance commitment and no warranty, service level or support obligation beyond the Terms.

Terms of Service

Version 2026-10-04 · Last updated: October 4, 2026
Previous version: October 1, 2026

Acceptance of Terms

By accessing or using the website, products, or services provided by Point11, Inc., a Delaware corporation ("Point11," "we," "us," or "our"), you agree to be bound by these Terms of Service ("Terms"). These Terms, together with the pricing posted on our website, govern your use of our services. If you and Point11 have signed a separate service agreement, that agreement controls where it conflicts with these Terms. If you do not agree to these Terms, do not use our services.

Our products and services are offered only to businesses and other organizations for business use, not to consumers for personal, family, or household purposes. If you accept these Terms on behalf of an organization, "you" means that organization, and you represent that you are authorized to bind it.

Point11, Inc. is the successor to Point11 Holdings, LLC and Point11 Solutions LLC. References to either entity in prior versions of these Terms, in any order form, or in any agreement with you mean Point11, Inc.

The Service

Point11 Analytics measures and improves how brands appear in AI systems and to customers. Its products include Discovery, which holds conversations with the AI models behind assistants such as ChatGPT, Gemini, Claude, and Grok, led by synthetic customers (AI-generated personas, sometimes called digital twins); Experience, which sends AI-driven browser visits to your website and to competitors' public websites; site inspection and scoring; customer research and forecasts; comparative benchmarks; and Alpha, an AI assistant that works with your data.

Point11 also builds and operates AI-powered sites and conversational agents for enterprise customers under separately negotiated agreements.

Features identified as beta, preview, or early access are provided as-is, may change or be withdrawn at any time, and are excluded from any commitments in these Terms.

Accounts and Organizations

You must create an account to use most features. Accounts belong to an organization; by creating an organization you represent that you have authority to bind it to these Terms. Organization administrators control member access and act on the organization's behalf. You are responsible for safeguarding your credentials and for all activity under your account, and you agree to notify us promptly of any unauthorized use.

Billing and Credits

Point11 Analytics is a monthly subscription billed through our payment processor, Stripe, at the prices posted on our website or set out in your service agreement. Billing follows the calendar month (UTC): when you subscribe, the base plan for the rest of that month is prorated and invoiced at once, and the full base plan is then invoiced in advance on the 1st of each month. Each plan includes monthly amounts of usage. Usage beyond them (overage) is billed in arrears at the posted per-unit prices, with no dollar cap: on the next monthly invoice, or sooner, on an interim invoice issued during the month whenever your unbilled overage reaches US$1,000. For a subscription that began before October 4, 2026, interim invoices begin on November 3, 2026. Subscribing is your organization's acceptance of these overage charges. You control usage by scheduling or pausing campaigns. Subscriptions renew automatically until canceled. Cancellation takes effect at the end of the current billing period, and service continues until then. Fees already invoiced are non-refundable, including when you cancel. If a payment fails and is not recovered, we may suspend new work until a working payment method is saved. The base plan price is fixed for your current subscription. We may change usage and overage prices by giving the billing contact on your account at least thirty (30) days' advance notice; a change

applies only to usage after it takes effect. All fees are exclusive of taxes, which you are responsible for where applicable.

Eligible new customers may receive one First Month Free promotional credit, worth one month of the Analytics base plan. It is added to your account balance with Stripe after you save a payment method and launch a campaign; it pays the prorated first invoice, and the rest applies to later invoices. Eligibility is checked by an automated review of public sources and requires sourced annual business revenue of at least $1 million, a signed-in business email on the same domain as the submitted business website, a business that does not sell AEO or services that directly compete with Point11 Analytics, and no prior Point11 credit for the person, organization, email domain, or legal company. Promotional credits have no cash value and are non-transferable. A promotional code may expire before it is redeemed; redeemed credit applies to your invoices until it is used up. We may reverse credit obtained through fraud or abuse of a promotion.

Inspector is included with an Analytics subscription and uses the plan's included usage like other products. Scans run from our public website are free, subject to rate limits.

Acceptable Use

You may use the services to lawfully monitor and analyze brands, products, communications, websites, markets, public-affairs subjects, and regulated-industry activity, including compliance, safety, and anti-fraud monitoring. Your use must remain observational, comply with applicable law, and avoid the prohibited uses below. You agree not to:

A campaign launch asks Point11 to observe and analyze the website you submit; audience details, when provided, narrow that analysis. Launching a campaign does not itself request outreach, messaging, or decisions about individuals.

- Use our services unlawfully or in violation of applicable regulations, third-party rights, or these Terms.
- Attempt unauthorized access to our systems or other customers' accounts, interfere with the integrity or performance of our services, bypass safeguards, or use the services to create, distribute, or facilitate malware, phishing, spam, fraud,

harassment, hate, exploitation of minors, non-consensual intimate imagery, or other harmful or deceptive activity.

- Reverse-engineer our platform; extract, scrape, or reproduce raw model responses, prompts, system behavior, service data, underlying models, weights, or training data except through ordinary product functionality; resell them as model access or a data product; or use Outputs to develop, train, fine-tune, or improve a competing AI model or AI service.
- Resell or redistribute our services without our prior written consent.
- Use the services to target voters, optimize political campaign, candidate, ballot-measure, political action committee, or lobbying operations, mislead people about voting or civic processes, impersonate election officials, or interfere with any election or democratic process. This does not prohibit lawful brand, public-affairs, or communications monitoring merely because a query or Output references political, policy, or government topics.
- Use the services or Outputs to make, recommend, rank, screen, or automate consequential decisions about individuals, including decisions about credit, lending, employment, housing, insurance, education, legal status, healthcare, immigration, law enforcement, or access to essential government services.
- Use the services to provide legal, medical, financial, investment, or other professional advice requiring a license, or to represent that Outputs are advice from Point11 or a licensed professional.
- Use the services to facilitate real-money gambling, weapons development or procurement, controlled-substance transactions, or any illegal, restricted, or harmful transaction.
- Misrepresent AI-generated Outputs as wholly human-created where doing so would deceive, or otherwise misrepresent the source, nature, or reliability of Outputs.

If you operate in a regulated industry, including alcohol, tobacco or vaping, cannabis or CBD, gambling, firearms, pharmaceuticals, healthcare, financial services, insurance, legal services, education, housing, or government or public-sector services, you represent and warrant that your use of the services and your own marketing, sales,

and customer communications comply with all applicable laws, including advertising, licensing, disclosure, and age-restriction requirements.

Our services may use third-party AI providers. You may not use the services in any way that would violate the applicable usage policies, acceptable-use policies, or service terms of those providers, as updated from time to time.

Your Data and Outputs

You retain ownership of the content and data you provide to us (“Customer Content”). You grant us a limited license to use Customer Content to provide and support the services. To the extent permitted by law, we assign to you all right, title, and interest in outputs generated by our services from your Customer Content (“Outputs”). AI-generated Outputs may not be unique, and comparative products such as benchmarks and rankings may present similar underlying data to multiple customers.

We may use data in aggregated, de-identified form, in a way that identifies neither your organization nor your brand, to operate and improve our services, including industry benchmarks.

Customer Marks

You grant Point11 a non-exclusive, worldwide, royalty-free license to use your organization's name, trademarks, service marks, logos, and other brand identifiers (“Customer Marks”) to identify you as a Point11 customer on our website, customer lists, sales presentations, case studies, newsletters, and other marketing materials. We will use Customer Marks in a manner consistent with your publicly available brand guidelines, if any. You may terminate this license by giving us written notice at legal@point11.ai; after termination, we will stop creating new materials using your Customer Marks and will remove them from our website within a commercially reasonable period, but we are not required to recall or destroy materials already produced before termination.

AI Disclosures

- Accuracy: AI-generated content, including scores, recommendations, and conversational responses, is produced algorithmically and may contain errors or fabricated information. Outputs are provided as-is and are not professional advice. You are responsible for reviewing Outputs before relying on them for business decisions.
- Model training: Point11 does not use your Customer Content to train its own AI models. Some AI model providers may use the inputs and outputs of certain features to improve their models under their own terms. Today that provider is Meta, whose Muse Spark models run many Point11 Analytics features and the chat assistants on Point11's website; our Privacy Policy describes the features and data involved.
- Data isolation: your Customer Content is logically isolated from other customers' data.
- Model changes: underlying AI models evolve, and outputs may vary between versions.

Third-Party and Competitive Data

Our services analyze publicly available information, including websites you designate, competitors' public websites, and the public behavior of third-party AI systems. On websites that have no verified connection to your account, including competitors' websites, our AI-driven browser visits follow the site's robots.txt, stay on that site, and do not submit contact forms. By designating a website or brand for analysis, you represent that doing so is lawful and within your rights. Reports and benchmarks may reference third parties, including competitors; such information is provided for competitive analysis and is drawn from public sources. We make no representations about the accuracy of third-party information appearing in Outputs.

Confidentiality

Each party will protect the other's non-public information that is designated confidential or that would reasonably be understood to be confidential, will use it only as needed under these Terms, and will not disclose it to third parties except as

required by law. This obligation does not apply to information that is or becomes public through no fault of the receiving party, was already known, was independently developed, or was rightfully received from a third party.

Security and Privacy

We protect Customer Content with industry-standard measures, including encryption in transit and at rest, role-based access controls, and tenant isolation enforced at the database layer. We process personal data in accordance with our Privacy Policy. Report security issues to security@point11.ai.

Disclaimer of Warranties

Our services are provided “as is” and “as available” without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that AI-generated outputs will be accurate, complete, or suitable for any particular purpose.

Limitation of Liability

To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, consequential, or punitive damages. Each party's total aggregate liability under these Terms is capped at the amounts you paid to Point11 in the twelve months preceding the claim. This cap does not apply to indemnification obligations, breaches of confidentiality, your payment obligations, or a party's gross negligence, willful misconduct, or fraud.

Indemnification

By Point11: we will defend and indemnify you against third-party claims that your authorized use of our services infringes their patent, copyright, trademark, or trade secret rights, except for claims arising from your Customer Content, your modifications, combinations with non-Point11 products, or use in violation of these Terms.

By you: you will defend and indemnify Point11 against third-party claims arising from your Customer Content, your violation of these Terms, or your violation of applicable law. The indemnified party must promptly notify the indemnifying party and reasonably cooperate; the indemnifying party controls the defense but may not settle in a way that imposes obligations on the other party without consent.

Termination

You may stop using the services and cancel your account at any time. Either party may terminate for material breach that remains uncured thirty (30) days after written notice, and we may suspend access immediately for violations of the Acceptable Use section. Upon termination, your access ceases. If you ask within thirty (30) days after termination, Point11 support will provide your data in a standard machine-readable format within thirty (30) days of your request. We delete Customer Content as described in our Privacy Policy, which also lists the records we keep. Provisions concerning your data and outputs, Customer Marks used in materials already produced before termination, confidentiality, warranties, liability, indemnification, and governing law survive termination.

Disputes and Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-law principles. The parties will first attempt to resolve any dispute through good-faith negotiation for thirty (30) days. Unresolved disputes will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in Miami-Dade County, Florida, before a single arbitrator. Administrative and arbitrator fees are allocated as those Rules provide, and each party bears its own attorneys' fees unless applicable law provides otherwise.

Each party may bring claims against the other only individually, not as a plaintiff or class member in any class, collective, consolidated, or representative proceeding, and the arbitrator may not consolidate claims or award relief on a class or representative basis. If this waiver is found unenforceable as to a claim, that claim will proceed in court, not in arbitration. Either party may instead bring an individual claim in small claims court if it qualifies. Either party may seek injunctive or other equitable relief in

court to protect its intellectual property or confidential information. Any matter that is not subject to arbitration, including an action to enforce an arbitration award, will be brought in the state or federal courts located in Miami-Dade County, Florida.

Changes to These Terms

We may update these Terms by posting a revised version on our website. We will give notice of material changes, by email or through the product, at least thirty (30) days before they take effect. Continued use after changes take effect constitutes acceptance.

General

- Entire agreement: these Terms (with the posted pricing and, where applicable, a signed service agreement) are the entire agreement between you and Point11 and supersede prior communications.
- Severability and waiver: if a provision is unenforceable, it will be limited to the minimum extent necessary and the rest remains in effect; failure to enforce a provision is not a waiver.
- Assignment: you may not assign these Terms without our written consent; we may assign them in connection with a merger, acquisition, or sale of assets.
- Export compliance: you agree to comply with applicable export control and sanctions laws.
- Force majeure: neither party is liable for delays caused by circumstances beyond its reasonable control.

Contact Us

Questions about these Terms: legal@point11.ai.