



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to accept a non-standard agreement with EZ Web Enterprises, Inc. for annual equipment inventory software subscription for FY2024-2025 for V&PA (Visual & Performing Arts). Fiscal Impact: \$999.78**

**Presenter(s):** Jeffrey Guild, Vice Provost, Academic Affairs

**What is the purpose of this contract and why is it needed?** EZ Web Enterprises, Inc., is an annual subscription for equipment inventory software for the Film Department. All assets (equipment) are logged and accounted for using this professional motion picture inventory software. 291 students will be positively impacted through its use.

**What procurement process or bid waiver was used and why?** Small purchase for Category One (\$0.00 - \$10,000) per College Procedure A6Hx2-6.34 was used, where there are no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold. Membership dues, per the Florida Statute 119.01(3) requires that all financial, business and membership records held by the organization in relation to the individual(s) or organization(s) for whom a purchase order is being issued are to be considered public records and shall be subject to the provisions of Florida Statute 119.07.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?** Yes.

**What fund, cost center and line item(s) were used?** FD100, CC0558, 64500.

**Has Broward College used this vendor before for these products or services?** Yes.

**Was the product or service acceptable in the past?** Yes.

**Was there a return on investment anticipated when entering this contract?** Yes.

**Was that return on investment not met, met, or exceeded and how?** Return on investment met as department renewed status and continued subscription with EZ Web Enterprises, Inc. All film production assets remain accounted for through the use of this product.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** Directly feeds the student empowerment and development Social Enterprise tactic by ensuring teaching and programmatic excellence.

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**FISCAL IMPACT:**

Description: \$999,78 - BU010, CC0558, FD100, PG000010

<b>10/08/24</b>	<b>CC0558 · Film Production</b>	<b>(\$999.78)</b>
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APPROVAL PATH: 12506 YEZ Web Enterprises, Inc.- Software Subscription

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Scott Miller	Dean Review (AHCD - AHD)		 Completed	
2	Jeffrey Guild	Vice Provost Review		 Completed	
3	Jamonica Rolle	Provost and SVP of Academic Affair		 Completed	
4	Alina Gonzalez	Review		 Completed	
5	Raj Mettai	Review		 Completed	
6	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
7	Orlando Aponte	Procurement Approval		 Completed	
8	Rabia Azhar	CFO Review		 Completed	
8	Christine Sims	Budget Departmental Review		 Completed	
8	<b>Legal Services Review Group</b>	Review and Approval for Form and		 Completed	
9	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 		 Completed	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
11	Board Clerk	Agenda Preparation		 Pending	
12	District Board of Trustees	Meeting	01/14/25 11:00 AM	 Pending	



**BROWARD COLLEGE**  
**SUPPLEMENTAL ADDENDUM - SOFTWARE**

**1. Incorporation by Reference.** The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement") as available at <https://ezo.io/terms-of-service/> and attached hereto as Exhibit A. If this Addendum conflicts with the Agreement terms, this Addendum shall control.

**2. Payment.** Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

**3. Taxes.** BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

**4. Travel Expenses.** If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

**5. Compliance with Laws.** Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements.

**6. Indemnification.** For value received, the Vendor shall indemnify and hold the BC, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the gross

negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Agreement. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Agreement. This paragraph shall survive the expiration or termination of this Agreement.

**7. Vendor Intellectual Property Indemnification.** Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, for any claim or lawsuit brought alleging infringement of any intellectual property right arising out of the rights granted by Vendor to BC under the Agreement. Any limitations of liability of Vendor set forth in the Agreement shall not apply to: (a) claims for infringement or misappropriation of a copyright, patent, trade secret or other third-party proprietary right or (b) claims for personal injury or damages to real or personal property properly caused by Vendor's negligence or willful misconduct. This paragraph shall survive the expiration or early termination of the Agreement.

**8. Announcements and Press Statements.** No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its Vice President of Communications and Community Relations or that position's designee, and in the case of the other party, permission must be granted by its authorized representative or their designee.

**9. Relationship of the Parties.** Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.



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**10. Use of BC Information Not Allowed.** Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

**11. BC Rights in Information.** BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

**12. Termination for Convenience.** BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts. Notwithstanding anything to the contrary, the Vendor's services are billed in advance and are non-refundable unless BC terminates the Agreement due to a material breach by the Vendor.

**13. Annual Appropriation Contingency.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

**14. State of Florida Public Entity Contracting Prohibitions.** Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to

immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

**15. Governing Law, Sovereign Immunity and Other Legal Matters.** The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

**16. Confidentiality Obligations.** Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, laws governing personally identifiable information, the Gramm-Leach-Bliley Act, and amendments thereto (collectively, "Privacy Laws"). If the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC



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Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include confidentiality terms so far as applicable terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor.

**17. Vendor’s Confidential Information / Public Records Law.** BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.

(d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC’s custodian of public records, in a format that is compatible with the information technology systems of the BC

(e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

**18. Information Technology.** If Vendor has access to any of the College’s technology platforms, or will be providing such infrastructure and/or related services to College, Vendor agrees to maintain network



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security that, at a minimum, includes but not limited to network firewall provisions, intrusion detection, and prevention, anti-malware, and other cybersecurity safeguards as well as conduct regular third-party penetration testing. Vendor further agrees: (a) to use at least those security standards that College applies to its own network; (b) to protect and maintain the security of College data with protection that is at least as good or better than that maintained by College, including maintaining secure environments that are patched and up-to-date with all appropriate security updates; (c) that all transmissions or exchanges of system application data with College and/or any other parties expressly designated by College shall take place via secure means that includes using encryption technology (e.g., HTTPS or FTPS); (d) that all College data will be stored, processed and maintained solely on designated target servers and that no College data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is part of Vendor's designated backup and recovery process; (e) that any websites hosted by Vendor on behalf of College shall be on an encrypted domain in compliance with College's minimum security standards; (f) to store any College data as part of its designated backup and recovery process in encrypted form, using no less than 256 bit key; (g) that any portable or laptop computer that resides at any College facility, has access to an College network, or stores any non-public College data, is equipped with strong and secure password protection; (h) that all data exchanged by the parties shall be used expressly and solely for the purpose enumerated in the Agreement and shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor, and that no College data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by College; and (i) that it shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith, and in the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law, Vendor shall assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend College

against any claims, damages, or other harm related to such notification event. Vendor shall be responsible for any issues related to software access or disruption of services caused by Vendor or Vendor's subcontractors/suppliers, including any third-party cloud service providers.

### **19. Compliance with Export Control Regulations.**

The Vendor acknowledges they must comply with export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export-controlled products, technology and/or software ("goods") to College, Vendor will provide College with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.

**20. PCI DSS.** If Vendor's provision of services involves the acceptance of funds on behalf of College or involve credit card services, Vendor shall be responsible for the security of all College customer cardholder data in its possession. Vendor represents and guarantees that for the life of the Agreement and/or while Vendor has involvement with College customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees to provide to College a current and complete copy of their Attestation of Compliance (AOC). Further, Vendor agrees to provide to College a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as performed by an Approved Scanning Vendor (ASV) ) by the Payment Card Industry Security Standards Council.

**21. Deletion.** Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor's employees; (iii) attorneys' or collection-fees

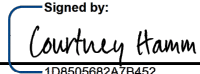


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provisions; (iv) automatic renewals or extensions of the term of the Agreement; and (v) unilateral modification of the Agreement or any supplemental terms/policies not expressly referenced in the Agreement and/or any Order Form comprising a part of the Agreement.

**By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.**

**VENDOR:** EZ Web Enterprises Inc, d/b/a EZO

By:   
Signed by:  
1D8505682A7B452...

Name: Courtney Hamm

Title: Manager Operations

Date: 12/6/2024



## Exhibit A

Last Updated: October 15, 2024

[\(Previous Version\)](#)

EZ Web Enterprises, Inc. doing business as EZO having its offices at 13809 Research Blvd, Suite 500-516, Austin, Texas 78750 (“we”, “us”, “our”) owns and operates <https://ezo.io/> (the “Website”) and the Software-as-a-Service offerings listed on the Website namely [EZOfficeInventory](#), [EZO AssetSonar](#), [EZO CMMS](#) and [EZRentOut](#) (“EZO Products”).

THESE TERMS OF SERVICE (“TERMS”) DESCRIBE THE TERMS AND CONDITIONS FOR YOUR USE OF AN EZO PRODUCT.

IF YOU ARE ACTING ON BEHALF OF AN ENTITY (SUCH AS BY ENTERING THE COMPANY NAME OR A WORK EMAIL ADDRESS AT THE SIGN-UP PAGE), YOU ARE BINDING SUCH ENTITY TO THESE TERMS, IN WHICH CASE: (I) YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ACCEPT THESE TERMS ON SUCH ENTITY’S BEHALF, AND (II) REFERENCE TO “YOU”, “YOUR”, OR, THE “CUSTOMER”, AS USED IN THESE TERMS SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE THE AUTHORITY TO ENTER INTO THESE TERMS, PLEASE DO NOT USE THE SERVICE. IF YOU ARE ENTERING INTO THESE TERMS FOR YOUR BUSINESS PURPOSE, THESE TERMS SHALL APPLY TO YOU INDIVIDUALLY.

YOU ACCEPT THESE TERMS BY DOING ANY OF THE FOLLOWING:

- SIGNING UP FOR ANY EZO PRODUCT, OR
- ACCESSING AN EZO PRODUCT, OR BY CREATING AN AUTHORIZED USER THROUGH YOUR ACCOUNT TO ACCESS THE SERVICE.

THESE TERMS BECOME EFFECTIVE ON THE DATE YOU DO ANY OF THE ABOVE, WHICHEVER IS THE EARLIEST (“EFFECTIVE DATE”).

IF WE RELEASE ANY NEW FEATURES OR MAKE ENHANCEMENTS TO THE SERVICE, YOUR CONTINUED USE OF THE SERVICE SHALL CONSTITUTE YOUR CONSENT TO THESE TERMS AFTER WE MAKE CHANGES TO THE SERVICE.

[EZO’S PRIVACY POLICY](#) DESCRIBES HOW WE COLLECT, USE, AND SHARE PERSONAL INFORMATION YOU PROVIDE EZO. BY ACCEPTING THESE TERMS, YOU ALSO ACCEPT THE TERMS OF [EZO PRIVACY POLICY](#).

When you read these Terms, you will find certain words capitalized. Capitalized words used in these Terms are defined under [section 20](#) of these Terms.

## 1. ACCESS AND USE OF SERVICE

**1.1. Using the Service.** The Service is provided as an online Software-as-a-Service tool. EZO grants you (and your Affiliates), a limited, non-exclusive and non-transferable right to access and use the Service in accordance with Documentation, these Terms, and Additional Terms. You agree to use the Service for your internal business purpose only.

**1.2. Using Mobile Applications.** EZO may offer downloadable and installable mobile applications as part of the Service for you and your Authorized Users. These mobile applications allow access to the Service based on your Subscription. The Terms apply equally to the use of Service through such mobile applications provided by EZO.

**1.3. Managing your Account.** The Service allows you to authorize one or more Authorized Users to use the Service as per your allowed or purchased limits. You can grant specific Authorized Users administrative rights to manage your subscription account. Please note that EZO will not be responsible for managing or overseeing the internal administration of your account.

## 2. OUR SERVICE AVAILABILITY COMMITMENT

**2.1. Our Service Availability Commitment.** EZO will make commercially reasonable efforts to ensure that during your Subscription the Service follows a Service Availability Percentage of 99.5% measured monthly as per eastern time zone, with the exception of Service Availability Exclusions (“Service Availability Commitment”).

**2.2. Claiming Service Credits.** In case EZO fails to meet its Service Availability Commitment, you may claim Service Credits in accordance with the [EZO Service Credits Policy](#).

**2.3. Service Availability Exclusions.** EZO’s Service Availability Commitment will not apply with respect to (a) Scheduled Maintenance, for which advance notice will be provided through in-app banners or email notifications to the account owner; (b) events due to Force Majeure; (c) urgent security updates affecting the overall Service users; (d) integrations with Non-EZO Applications; (e) our suspension rights as per section 12 of these Terms; or (f) free trials or Beta Versions.

## 3. TECHNICAL SUPPORT WE PROVIDE

During your Subscription Term, you or your Authorized Users may initiate a helpdesk ticket during Support Hours by calling +1 888 623 8654 or any time by emailing [support@ezo.io](mailto:support@ezo.io). We will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day. Technical Support does not relate to Non-EZO Applications, free trials, or Beta Versions.

#### 4. SUBSCRIPTION TERM, TERMINATION, AND REFUNDS

**4.1. Subscription Term.** Unless otherwise stated in your Order Form, your Subscription Term will automatically renew for additional periods equal to the expiring Subscription Term as per the prior Subscription Plan. Either party may, however, terminate these Terms and the applicable Order Form in accordance with section 4.2 or section 4.3 (below). Renewals shall be charged as per the standard price prevailing at the time of renewal. In case of a price increase upon renewal, we will undertake reasonable efforts to provide you at least a thirty (30) days advance notice prior to your renewal.

**4.2. Termination for Convenience.** You can terminate these Terms and the applicable Order Form(s) at any time for any reason during a current Subscription Term. However, you acknowledge that: (a) You will not be entitled to any refunds if you exercise such termination rights, and (b) Any unpaid fees covering the remainder of your current Subscription Term will become immediately payable upon such termination. EZO reserves the right to not renew your Subscription Term for any reason by providing a notice of non-renewal thirty (30) days prior to the end of your current Subscription Term.

**4.3. Termination for Cause.** Either party may terminate these Terms and the applicable Order Form(s) after serving a thirty (30) days advance written notice of the other party's material breach of obligations under these Terms, if such breach remains uncured at the expiration of the thirty (30) days notice period. In addition, either party may terminate these Terms and the applicable Order Form(s), if the other party becomes insolvent, is subject to bankruptcy or similar proceedings, assigns its rights or assets for the benefit of creditors, or if EZO stops its business operation related to the Service. If you exercise your termination rights due to an uncured material breach of these Terms, EZO will refund any prepaid fees (excluding one time fees such as set up fees) covering the remainder of your Subscription Term, calculated from the effective date of termination. If EZO terminates your Subscription as a result of your material breach of these Terms, you will pay any unpaid fees covering the remainder of your current Subscription Term.

**4.4. Retrieval of Content and Deletion before Termination.** It is your responsibility to ensure that before the expiration or termination of these Terms and the applicable Order Form: (a) you export all of Your Content, and (b) delete Your Content. You understand that, unless legally prohibited, we are under no obligation to retain or provide any of Your Content to you after the expiration or termination of these Terms. To request the deletion of Your Content after the expiration or termination of these Terms, please email us at [support@ezo.io](mailto:support@ezo.io).

**4.5. Survival.** Upon termination of Your Subscription, Your right to use the Service and EZO's obligation to provide the Service to You will immediately terminate. Either party will remain liable for obligations accruing prior to the expiry or termination of these Terms. The following sections of these Terms will survive the termination or expiration of these Terms: Section 4 "SUBSCRIPTION TERM, TERMINATION, AND REFUNDS", Section 5 "FEES AND PAYMENTS", Section 6.1 "Restrictions", Section 7 "HOW EZO PROCESSES AND PROTECTS YOUR CONTENT", Section 9.2 "EZO's Proprietary Rights", Section 10 "CONFIDENTIALITY", Section 13 "NON-EZO APPLICATIONS", Section 14 "WARRANTIES AND DISCLAIMERS", Section 15 "INDEMNIFICATION", Section 16 "LIMITATION OF LIABILITY", Section 17 "USING THE SERVICE FOR A FREE TRIAL OR TESTING BETA VERSION", and Section 19 "GENERAL TERMS".

#### 5. FEES AND PAYMENTS

**5.1. Advance Payments.** The Service is billed in advance on a monthly or yearly basis, per your choosing. Unless stated otherwise in an Order Form, all applicable fees are due upon the commencement of your Subscription Term, or in case of a renewal Subscription Term upon the date of renewal.

**5.2. No Refunds.** Except as provided in section 4.3 of these Terms, your payment obligations are non-cancellable and non-refundable.

**5.3. Changes to Subscription Plan.** If you choose to upgrade your Subscription Plan during a Subscription Term, your payments will be adjusted to reflect the additional fees based on the prevailing standard price at that time. If you downgrade your Subscription Plan, you will be entitled to Service Credits. You understand that Service Credits in case of downgrades: (a) are only available for at least an annual Subscription Term, (b) will apply during a subsequent Subscription Term, (c) do not entitle you to any cash refunds, and (d) will be calculated as per the prevailing standard price on the effective date of your downgrade. For changes to your Subscription Plan, please notify EZO by emailing [support@ezo.io](mailto:support@ezo.io). YOU UNDERSTAND THAT DOWNGRADES MAY CAUSE A LOSS OF YOUR CONTENT OR SERVICE FEATURES OFFERED AS PER YOUR SERVICE PLAN. EZO WILL NOT BE RESPONSIBLE FOR ANY SUCH LOSS.

**5.4. Paying via Card and Auto-Renewal Charge.** Unless your Order Form specifies a different method of payment, you will need to provide valid credit or debit card details, which shall be charged by EZO through its Authorized Third Party Payment Processor as per your Subscription Plan. You hereby authorize EZO and its Authorized Third Party Payment Processor to charge your credit or debit card upon the commencement of your initial Subscription Term (i.e. upon the end of free trial period), upon the date of renewal for any renewal Subscription Term, or upon the date of upgrade in the event of an upgrade during your Subscription. To prevent automatic renewal charges, you must appropriately cancel your subscription account either through your account settings page before your renewal or by submitting an account cancellation request at least twenty-one (21) days in advance of your renewal date to [support@ezo.io](mailto:support@ezo.io). For more information on how to cancel your account directly through the settings page, click [here](#).

**5.5. Other Methods of Payment.** In case an Order Form specifies a method of payment other than through card, we will invoice you in advance. Unless otherwise stated in the Order Form, invoiced fees are due within thirty (30) days from the invoice date. Without limiting our rights and remedies, all undisputed invoices which are not paid are subject to a monthly finance charge of 1.5% or the maximum prescribed by law.

**5.6. Payment Disputes.** If you fail to fulfill your payment obligations, we will provide you at least seven (7) days' advance notice of non-payment (this includes an automated in-app notification for failed payments). If you fail to make the required payment within such a period, in addition to our termination rights, we reserve the right to suspend your access to the Service without further notice. If you dispute any invoiced amount, you must raise a notice of dispute within ten (10) days of receiving the invoice. You and EZO agree to resolve the disputed amounts in good faith, provided that you timely pay any undisputed amounts.

**5.7. Taxes.** EZO's fees do not include any taxes, such as value-added, sales, use, or withholding taxes, imposed by any jurisdiction ("Taxes"). You are responsible for paying all Taxes related to your Subscription, other than US tax based on EZO's net income. If you are under an obligation to withhold any Taxes from fees, you must pay such Taxes to the appropriate authority. For the avoidance of doubt, all fees payable hereunder shall not include any such Taxes withheld.

## 6. RESTRICTIONS AND YOUR RESPONSIBILITY

**6.1. Restrictions.** You shall not, nor shall you permit any of your Authorized Users to directly or indirectly use or access the Service to:

- a. abuse or fraudulently use, damage, or overburden the Service;
- b. gain unauthorized access to any part of the Service architecture;
- c. process data of any third party or an individual (including Personal Information subject to Privacy Laws) without explicit authorization or in violation of Privacy Laws;
- d. process or store data that infringes on the rights of others, including third party Intellectual Property Rights;
- e. store or transmit any Sensitive Information;
- f. store or transmit any Malicious Code or conduct any malicious activity through your account;
- g. remove proprietary notices from the Service;
- h. access the Service for creating competitive products, copying ideas or service features, or conducting competitive analysis;
- i. resell, license, sublicense, distribute, outsource, or rent any part of the Service to a third party without written permission from EZO;
- j. attempt to copy, reverse-engineer, decompile, disassemble, create derivative works from, or derive the source code of the Service;
- k. misrepresent or impersonate by creating accounts under subdomains, titles, or trademarks of other Persons;
- l. violate or circumvent the Service to avoid your allowed or purchased usage rights; or
- m. conduct vulnerability scans, penetration testing, or any security-related tests on the Service, its components, or networks without prior written consent from EZO.

## 6.2. Your Responsibility.

- a. You should ensure that all activities through User Account(s) comply with these Terms and applicable laws;
- b. In case you suspect that any access to the Service is not authorized by you or is not authorized under these Terms, you agree to immediately notify EZO at [support@ezo.io](mailto:support@ezo.io); and
- c. You shall be responsible for ensuring that you have all necessary rights and title to use, store, and display Your Content while using the Service. If you store any Personal Information as part of Your Content, such as when creating credentials for your Authorized Users or Non-Login Users, it is your responsibility to ensure that you have the relevant authorization, such as the consent of individuals as required by the applicable Privacy Laws.

## 7. HOW EZO PROCESSES AND PROTECTS YOUR CONTENT

**7.1.** By submitting Your Content into the Service, you grant EZO (including its contractors) a non-exclusive, royalty-free right to use and access Your Content in order to provide, maintain, and improve the Service, and perform all obligations under these Terms.

**7.2.** EZO will be responsible for all actions and omissions of its contractors who have access to Your Content as if EZO was performing such services directly under these Terms.

**7.3.** Personal Information contained in Your Content will be processed in accordance with these Terms and [EZO'S PRIVACY POLICY](#).

**7.4.** If you are based in a jurisdiction where data protection laws exist, you may request a copy of the Data Processing Agreement by emailing [support@ezo.io](mailto:support@ezo.io), which will become effective upon signature by both parties.

**7.5.** To protect Your Content from unauthorized access, use, or destruction, we will keep in place organizational, administrative, and technical security measures as described in [Annex I of these Terms](#).

## 8. YOUR FEEDBACK

You, your Authorized Users, or certain third parties such as Non-Login Users may provide us with input, suggestions, or comments for enhancements, improvements, new features, functionality, or other feedback with respect to the Service or a Beta Version ("**Feedback**"). Notwithstanding any confidentiality provisions in these Terms, all such Feedback shall not be considered Confidential Information. EZO reserves a royalty-free right to use and incorporate Feedback into the Service or other products and services at its sole discretion.

## 9. PROPRIETARY RIGHTS

**9.1. Customer's Proprietary Rights.** You retain all rights, title and interest (including any Intellectual Property Rights) in and to Your Content; and

**9.2. EZO's Proprietary Rights.** EZO and its licensors own and retain all rights, title and interest (including all Intellectual Property Rights) in and to: (a) the Service, including all improvements, enhancements, or modifications; (b) mobile application(s) developed by EZO for use with the Service; (c) any other software, applications, inventions, or technology developed by EZO in connection with support; (d) Beta Version or any Service provided on a free trial; (e) Documentation shared with you; (f) Feedback provided by you; and (g) Usage Data.

## 10. CONFIDENTIALITY

Each party agrees that it will not use Confidential Information of the other party for any purpose other than fulfilling its obligations or exercising its rights in accordance with these Terms. Further, each party agrees to protect the other party's Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own Confidential Information. However, either party may solely disclose Confidential Information (a) to its employees, officers, directors, attorneys, auditors, financial advisors, service providers, contractors, or other representatives who have a need to know and are legally bound to keep such information confidential; (b) to the extent required by law; or (c) to the minimum extent required to comply with an order passed by a court or government agency.

## 11. OUR RIGHTS TO MODIFY THE SERVICE

EZO reserves the right to make changes to the features of the Service. While minor changes may not be notified, if EZO implements a significant modification to the Service's functionality we commit to provide you with at least thirty (30) days' advance notice through in-app banners, or via email as specified in section 19.6 of these Terms.

## 12. SUSPENSION

**12.1.** We are not obligated to monitor Your Content or activity for compliance with these Terms. However, if we reasonably believe that your or your Authorized Users' account activity or any of Your Content is in violation of these Terms, we may request you to suspend an Authorized User's access to the Service or remove some or all of Your Content. If you do not take the steps to address the violation of these Terms, we may suspend your account or remove some or all of Your Content without further notice.

**12.2.** Where we believe that the breach of these Terms by you or your Authorized Users could give rise to potential liability for EZO, impact EZO's proprietary rights, or affect the operations or security of the Service or other users, we may suspend your account or remove some or all of Your Content without notice. Where reasonably practical and permitted by law, we will notify you about the steps taken to address a violation of these Terms.

**12.3.** Notwithstanding anything to the contrary in these Terms, EZO will have no liability in connection with any suspension of the Service or removal of Your Content as per this section 12.

## 13. NON-EZO APPLICATIONS

You may choose to integrate the Service with Non-EZO Applications. When integrating the Service with a Non-EZO Application, you authorize us to share Your Content, including necessary credentials, with such Non-EZO Application. A Non-EZO Application may handle Your Content as per your agreement with such Non-EZO Application, and none of the [security measures](#) apply with respect to Non-EZO Applications. BEFORE ENABLING AN INTEGRATION, YOU ARE ADVISED TO REVIEW AND UNDERSTAND NON-EZO APPLICATION'S PRIVACY PRACTICES AND TERMS OF USE. WE DISCLAIM ALL LIABILITY FOR THE ACTS AND OMISSIONS OF NON-EZO APPLICATIONS IN RELATION TO YOUR CONTENT OR ANY PART OF YOUR CONTENT THAT IS TRANSFERRED. WE DO NOT GUARANTEE THE CONTINUED AVAILABILITY OF SERVICE FEATURES DESIGNED TO INTEROPERATE WITH NON-EZO APPLICATIONS, NOR DO WE GUARANTEE THAT ANY INTEGRATION WITH NON-EZO APPLICATION WILL BE ERROR-FREE.

## 14. WARRANTIES AND DISCLAIMERS

**14.1. Mutual Representations.** Each party represents and warrants that it has the legal right to enter into these Terms.

**14.2. DISCLAIMERS.** YOU UNDERSTAND THAT EZO DOES NOT WARRANT THAT THE SERVICE WILL BE FREE FROM ERRORS, OR THAT ALL ERRORS IN THE SERVICE WILL BE CORRECTED. YOU FURTHER UNDERSTAND THAT EZO DOES NOT WARRANT THAT THE SERVICE WILL BE SECURE, THAT ANY SECURITY MEASURES SET IN PLACE BY EZO WILL BE FREE FROM ERRORS, OR THAT THE SERVICE WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY AFFECT YOUR EQUIPMENT, COMPUTER PROGRAMS, OR YOUR CONTENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, ALL SERVICE, SUPPORT AND DOCUMENTATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND EZO EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICE, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY; (B) ANY WARRANTY OF FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE; OR (C) ANY WARRANTY OF NON-INFRINGEMENT.

## 15. INDEMNIFICATION

**15.1.** You will indemnify, defend and hold EZO (including its Affiliates, employees, agents, officers, directors, and third party service providers) harmless from all damages, claims, liabilities, costs, expenses, and losses, relating to: (a) a breach of these Terms by you or your Authorized Users; or (b) the infringement of Intellectual Property Rights by Your Content.

**15.2.** In case of a potential indemnity obligation under section 15 of these Terms, EZO will: (a) promptly notify you of a claim in writing, (b) allow you to retain full and exclusive control over the defense, investigation, or settlement of the claim, including the right to appoint counsel of your choice, and (c) provide reasonable cooperation requested by you at your expense. EZO's failure or delay in complying with the obligations under this section 15.2 will not relieve you of your indemnification obligations, except to the extent that you have been materially prejudiced by such failure or delay.

## 16. LIMITATION OF LIABILITY

**16.1. EXCLUSIONS.** EXCEPT AS PROVIDED UNDER LIABILITY EXCEPTIONS (SECTION 16.3 OF THESE TERMS), NEITHER PARTY (ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, DIRECTORS, OFFICERS) WILL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING BUSINESS INTERRUPTION, COST OF SUBSTITUTED SERVICES, LOSS OF DATA, LOST PROFITS, GOODWILL OR REVENUES). THE EXCLUSIONS OF LIABILITY IN THIS SECTION 16.1 WILL APPLY TO ANY CLAIM BROUGHT REGARDLESS OF WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY.

**16.2. LIMITATIONS.** EXCEPT AS PROVIDED UNDER LIABILITY EXCEPTIONS (SECTION 16.3 OF THESE TERMS), THE AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY WILL NOT EXCEED THE AMOUNT PAID FOR THE SERVICE DURING THE SIX (06) MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY.

**16.3. LIABILITY EXCEPTIONS.** THE EXCLUSIONS AND LIMITATIONS SET FORTH IN SECTION 16.1 AND 16.2 OF THESE TERMS WILL NOT APPLY: (A) IN RELATION TO INDEMNIFICATION OBLIGATIONS UNDER SECTION 15 OF THESE TERMS; (B) IN RELATION TO ANY AMOUNTS OWED BY YOU TO EZO AS PER SECTION 5 OF THESE TERMS; (C) THE CUSTOMER'S BREACH OF SECTION 6.1; (D) TO THE EXTENT THAT AN EXCLUSION OR LIMITATION IS PROHIBITED UNDER LAW.

## 17. USING THE SERVICE FOR A FREE TRIAL OR TESTING BETA VERSION

**17.1. Free Trial.** If we allow you to use the Service for a free trial period, you may use your free trial until: (a) end of the free trial period, or (b) an earlier termination by EZO at any time and for any reason at its sole discretion.

**17.2. Beta Version(s).** Sometimes we may allow you to test and evaluate pre-release service features or new products at our own discretion ("Beta Version"). We reserve the sole discretion to decide whether Beta Version will be made part of the Service generally offered to customers.

**17.3. Disclaimer.** ANY OF YOUR CONTENT ENTERED DURING A FREE TRIAL OR WHILE ACCESSING BETA VERSION MAY BE PERMANENTLY LOST. IT IS YOUR RESPONSIBILITY TO RETRIEVE YOUR CONTENT BEFORE THE END OF A FREE TRIAL PERIOD OR REVOCATION OF YOUR ACCESS TO A BETA VERSION. FREE TRIALS AND BETA VERSIONS ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS, AND ANY REPRESENTATION OR WARRANTIES BY EZO UNDER THESE TERMS DO NOT APPLY. WE ASSUME NO LIABILITY FOR ANY HARM OR DAMAGE FROM OR IN CONNECTION WITH YOUR USE OR ACCESS TO A FREE TRIAL OR BETA VERSION.

**17.4.** Except as revised in section 17 of these Terms, all other terms and conditions contained in these Terms will continue to apply with respect to your access or use of the Service on a free trial or testing of a Beta Version.

## 18. PURCHASING THROUGH A PARTNER

If you are purchasing through a Partner, your relationship with EZO is described under this section 18.

**18.1.** The following terms will apply instead of the terms specified in [section 5](#) of these Terms:

- a. The Partner will process your billing pursuant to an Order Form or your agreement with the Partner. This will include details related to your Subscription Plan, applicable fees, payment method, your Subscription Term, and other similar payment terms.
- b. EZO will not provide any refunds in case: (i) You downgrade your Subscription Plan or cancel your subscription account, prior to the end of a current Subscription Term, or (ii) EZO exercises its termination rights under section 4 of these Terms. In the event that you are entitled to a refund as per these Terms, such amount will be refunded to the Partner. If you are entitled to Service Credits as per these Terms, such Service Credits shall be processed by the Partner on EZO's behalf. EZO's fulfillment of its obligation under this section will discharge EZO of its direct obligations towards you under these Terms.
- c. We may terminate or suspend your Subscription if the Partner fails to pay us the applicable fees related to your Subscription.

**18.2.** Except as revised in section 18.1 of these Terms, all other terms and conditions contained in these Terms will continue to apply between EZO and you with respect to your use of the Service.

## 19. GENERAL TERMS

**19.1. Modification to these Terms.** If we modify these Terms following the Effective Date, the revised Terms will be effective upon posting as indicated by the “Last Update Date”; provided, however, if we provide you a notice, modified Terms will be effective as of the date specified in the notice. In case of a material modification to these Terms which impact your rights, we will make commercially reasonable efforts to provide a thirty (30) days’ notice via email to the account owner, or by posting a visible notice through the Service or on the Website. Your continued use of the Service following the effective date of modified Terms constitutes your acceptance of the modification(s) made to these Terms.

**19.2. Export Compliance.** The Service is subject to export control laws and regulations of the United States, including those made by US Department of Treasury’s office of Foreign Asset Control, Bureau of Industry and Security, and the applicable import laws depending on the jurisdiction where the Service is accessed or used (“**Export Control Laws**”). You represent and warrant that you or your Authorized Users:

- a. will not directly or indirectly use or access the Service in violation of Export Control Laws or in a territory subject to U.S. trade embargoes or sanctions, including Cuba, Iran, North Korea, Syria, Donetsk People’s Republic, Luhansk People’s Republic, Russia, or any other region that may become subject to Export Control Laws (“**Restricted Regions**”);
- b. are not part of the sanctions-relation lists issued by US federal agencies, such as the consolidated screening list available at [www.trade.gov/consolidated-screening-list](http://www.trade.gov/consolidated-screening-list) (“**Restricted Persons List**”), nor are controlled or owned by any Person on the Restricted Persons List;
- c. will not create User Accounts for Persons located in Prohibited Regions; and
- d. will not feed, transmit, or transfer any information, as part of Your Content, that is regulated by the U.S. International Traffic in Arms Regulations.

**19.3. Anti-Corruption.** Both parties agree to comply with anti-corruption laws and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act 1977 and UK Bribery Act 2010. None of the parties entering into these Terms have been offered or received any illegal, improper bribe, kickback, payment, gift, or thing of value from an employee or agent with respect to this agreement between the parties. If either party learns about a violation of the foregoing, it will notify the other party in accordance with section 19.6 (Notices) of these Terms. Nothing contained in this section prohibits any gifts and entertainment permitted under applicable law.

**19.4. US Government End Users.** If the Customer is a department or agency of the US Federal Government, the Service and Documentation is deemed to be a “Commercial Item” under “Commercial Computer Software” and “Commercial Computer Software Documentation” as defined under 48 CFR § 2.101. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service is licensed to the Customer with only those rights as provided under these Terms.

**19.5. Publicity.** We may refer you (or your Affiliates using our Service) on our website or other promotional material which showcases the customers of our Service. If you prefer not to be included, please notify us by emailing [legal@ezo.io](mailto:legal@ezo.io) stating that you do not wish to be used as a reference or listed on our Website.

**19.6. Notice.** All notices will be given in writing and deemed effective upon: (a) personal delivery, (b) the second business day after mailing, (c) first business day after sending an email.

**Notices to EZO.** Notices related to material breach under section 4.3 of these Terms or indemnification claims under section 15.2 of these Terms shall be sent to EZ Web Enterprises, Inc. dba EZO, Attn: Legal Department, 701 S Carson St, Ste 200, Carson City, NV 89701, United States; with a copy to [legal@ezo.io](mailto:legal@ezo.io). Any notices to restrict EZO’s publicity rights under section 19.5 of these Terms may be sent to [legal@ezo.io](mailto:legal@ezo.io). Any other notices, including billing inquiries, changes to Subscription Plan, or account cancellations may be sent to [support@ezo.io](mailto:support@ezo.io).

**Notices to Customer.** Notices related to material breach of these Terms under section 4.3 or indemnification claims under section 15.1 of these Terms: shall be sent either: (i) to the email address of the account owner on record or (ii) at the physical address provided by you in an Order Form. Other general notices, not specific to the Customer, including notices related to changes to these Terms, may be posted on the Website, or through the Service via in-app notifications.

**19.7. Governing Law and Jurisdiction.** Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms and the Order Form(s). The construction, validity, performance, enforcement, and effect of these Terms will be governed by the laws of the State of Nevada, without regard to conflict of law principles. All suits and claims will be made only in courts located in the State of Nevada.

**19.8. Force Majeure.** Excluding a failure to pay fees, neither party will be responsible for any delays or failure to perform obligations under these Terms due to a Force Majeure event.

**19.9. Entire Agreement; Conflicts.** These Terms, including Additional Terms, applicable Order Form(s), [Privacy Policy](#), and Data Protection Agreement (if signed between the parties) constitutes the entire agreement between you and EZO with respect to the subject matter of this agreement. This agreement supersedes any oral or written communication, representations, questionnaires, or other agreements related to its subject matter. An amendment to these Terms will only be effective if duly signed by both parties or otherwise revised by EZO in accordance with section 19.1 of these Terms. Any other terms and conditions contained in a purchase order, or other similar document (such as any electronic terms excluding an Order Form) applicable to the subject matter of these Terms shall have no legal effect. In the event of any conflict between the applicable Order Form(s) and these Terms, the Order Form shall prevail.

**19.10. Headings and Certain Definitions.** Headings are for reference only and do not affect the interpretation of these Terms. The words “includes” or “including” mean “including, without limitation”. The words “herein”, “hereby” and “hereunder” refer to these Terms as a whole and not a particular provision of these Terms.

**19.11. Assignments.** Neither party may assign these Terms and the applicable Order Form(s) without prior consent from the other party, except that either party may assign these Terms or the applicable Order Form without consent of the other party: (a) to one of its Affiliates, or (b) in the event of a merger, consolidation, acquisition, or sale of substantially all its assets. In case you make any assignments as permitted in these Terms, you agree to provide EZO a notice of assignment and ensure that the assignee or successor agrees to these Terms in writing. These Terms will be binding upon, and inure to the benefit of the parties, their assigns, and successors. An assignment in violation of this section 19.11 shall be void.

**19.12. Severability.** If a provision is held invalid or unenforceable, the remaining provisions of these Terms will remain in full effect.

**19.13. Waiver.** A failure to enforce a provision will not be a party's waiver of its right to do so. All waivers must be in writing and signed on behalf of both parties by their duly authorized representatives.

**19.14. Parties' Relationship; No third party beneficiary rights.** Parties only act as independent contractors, and no employment, agency, partnership, or joint venture relationship is created as a result of these Terms. No third-party beneficiary rights are created under these Terms.

## 20. DEFINITIONS

**20.1. "EZO", "we" or "us"** means EZ Web Enterprises, Inc. d/b/a EZO.

**20.2. "Customer", "you" or "your"** means the Person receiving a license to use the Service as per an Order Form. If you are acting on behalf of an entity, the terms "Customer", "you", or "your" shall refer to such an entity.

**20.3. "Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

**20.4. "Additional Terms"** means supplementary terms as available at [ezo.io/terms-of-service/additional-terms](https://ezo.io/terms-of-service/additional-terms).

**20.5. "Authorized Third Party Payment Processor"** means Stripe, Inc. that collects and processes billing and payment information, including credit or debit card, on behalf of EZO.

**20.6. "Authorized User"** means an individual whom you authorize to access the Service under your Subscription, such as your or your Affiliates' customer, contractor, employee, or agents. Depending on the Service that you choose, Authorized Users may be assigned different roles within the Service. The term "Authorized User" shall refer to all such users authorized by the Customer, regardless of the role assigned within the Service, but does not include a Non-Login User.

**20.7. "Confidential Information"** means any information or data disclosed by one party to the other party that is marked as confidential or otherwise designated as confidential or proprietary or that should be reasonably understood to be confidential in light of the nature of that information and the circumstances surrounding disclosure. EZO's Confidential Information includes, without limitation, any business and marketing plans, and technical information related to the Service or another EZO product or service. However, Confidential Information will not include information which can be documented to be (a) in the public domain through no fault of the receiving party; (b) previously known to the receiving party before the receipt of Confidential Information; (c) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (d) rightfully received from a third party without breach of any agreement or applicable law.

**20.8. "Documentation"** means specifications and functionality of the Service as described under Knowledge Bases at <https://ezo.io/resources/>, and/or as specified in an Order Form.

**20.9. "Force Majeure"** means circumstances beyond EZO's reasonable control, including an act of God, flood, fire, earthquake, act of government, civil unrest, act of terror, strike, internet service provider failure, trade sanctions, or Non-EZO Application failures.

**20.10. "Intellectual Property Rights"** means patents, trademarks, copyrights, trade secrets, or other intellectual property rights.

**20.11. "Malicious Code"** means any code, viruses, trojan horses, worms, time bombs, or other files, scripts, or components potentially limiting or hamming the functionality of a computer program or file.

**20.12. "Monthly Subscription Fee"** means the equivalent of monthly subscription fee calculated as per your most recent invoice for a current Subscription Plan. Monthly Subscription Fee excludes payments related to additional services, such as dedicated support or set up fees.

**20.13. "Non-EZO Application"** means a web-based or offline software application not provided by EZO that interoperates with any part of the Service.

**20.14. "Non-Login Users"** mean users that can not access the Service under your Subscription, but receive system generated notification or marketing emails as per your account setting. Non-Login Users may include your customers, contractors, employees, or agents.

**20.15. "Order Form"** means (i) an order form or a similar document signed by you and EZO; or (ii) an online ordering process as available through the Service, such as through your account's billing section, that is completed and approved by you (details of your order form will be reflected in the billing section of your account settings page); or (iii) in case of any purchases through a Partner in accordance with section 18, the applicable order or similar document issued by the Partner to you. The Order Form will detail your Subscription Plan, Subscription Term, applicable fees, or other terms, and includes any order forms modified or renewed as per these Terms.

**20.16. "Partner"** means a third party authorized by EZO to resell the Service, including a third-party marketplace, that processes billing and payments related to your Subscription.

**20.17. "Person"** means an individual, trust, business entity (including a corporation, limited liability company, partnership, and business trust), not-for-profit foundation entity, association, or government agency.

**20.18. "Personal Information"** means any information relating to an identified or identifiable natural person, including any information defined as "personally identifiable information" or "personal data", or similar terms as such terms are defined under Privacy Laws.

**20.19. "Privacy Laws"** means all applicable laws and regulations regarding the processing of Personal Information.



20.19. **“Privacy Laws”** means an applicable laws and regulations regarding the processing of personal information.

20.20. **“Scheduled Maintenance”** means a maintenance window utilized by EZO, at its discretion, to improve, modify, or run health checks related to the Service, by providing a commercially reasonable advance notice.

20.21. **“Sensitive Information”** means any special or sensitive categories of information under Privacy Laws, including any other sensitive information subject to special laws and regulations, such as the Children’s Online Privacy Protection Act.

20.22. **“Service”** means the online software-as-a-service offering(s) (as available at [www.ezo.io](http://www.ezo.io)) that EZO allows you to access and use pursuant to an applicable Order Form, including, EZO’s APIs, or any associated mobile application(s) provided by EZO for use in conjunction with the Service. Service excludes any Non-EZO Applications.

20.23. **“Service Availability Percentage”** means the total percentage of time, measured in minutes, when the Service remains accessible through any User Account.

20.24. **“Subscription”** means the right that EZO is granting you pursuant to an Order Form and these Terms.

20.25. **“Subscription Plan”** means the number of Authorized Users or items and type of service package provided to you.

20.26. **“Subscription Term”** means the period of time during which you and your Authorized Users are permitted to use the Service hereunder, as specified in an applicable Order Form, but excluding any free trial period.

20.27. **“Support Hours”** mean 9:00 am through 5:00 pm Central Standard Time, excluding federal holidays.

20.28. **“Usage Data”** means anonymized, aggregated, and/or generic statistical data derived from usage patterns, which does not identify an individual.

20.29. **“User Account”** means an account with unique login credentials that enables an Authorized User to access the Service in accordance with allowed or purchased usage limits.

20.30. **“Website”** means the EZO Website as available at <https://ezo.io>.

20.31. **“Your Content”** means the data, content, and other information that you or your Authorized Users submit to Service.

## Annex I

### SECURITY MEASURES TO PROTECT YOUR CONTENT

Capitalized terms shall have the same meaning as provided in [section 20](#) of the Terms.

EZO will, at a minimum, during the period of your paid Subscription Term keep the following security measures in place to protect Your Content:

- **Application Level Encryption.** TLS 1.2 or higher is used to transfer Your Content via our Service or Website. AES-256 encryption is used to protect Your Content at-rest.
- **Server-level Firewall.** A firewall is implemented at the server level by our third party cloud hosting service provider to control and properly manage network traffic.
- **Logging and Monitoring.** All activity across EZO web based applications is logged. Alerts are generated against any unusual and suspicious activity and notifications are sent to the information security team for investigation and resolution.
- **Access Controls.** The production environment can only be accessed by individuals who have obtained necessary approval as per documented internal procedures. Production environment can only be accessed via two factor authentication. All access to the server is logged, including who accessed the server and when the access happened. At the organizational level, policies and procedures are in place to limit access to information or information systems on a need-to-know basis and following the principle of least-privilege.
- **Measures for user identification and authorization.** All EZO personnel accessing Your Content are identified by a unique user ID. Any access to the underlying infrastructure of the Service and individuals performing customer support functions require unique User ID and passwords. No passwords are recorded in logs for security.
- **Backups and Disaster Recovery.** All of Your Content entered into the Service is backed up at least once every twenty-four (24) hours. Copies of backups are stored in a location separate from the primary data location.
- **Physical Security.** The Service is hosted on Amazon’s Web Services (AWS) Cloud. The physical and environmental security controls of AWS are audited for SOC 2 Type II and ISO 27001 compliance, amongst other certifications. You can review the security measures set in place by AWS to protect the security of its data centers [here](#).
- **Training and Awareness.** All EZO Personnel accessing Your Content are required to undergo Information Security Training at least annually.
- **Responding to a Security Breach.** “Security Breach” means unauthorized access or disclosure of Your Content. In the unlikely event that EZO becomes aware of a Security Breach that compromises Your Content, EZO maintains a documented incident management and reporting procedure which outlines the critical steps for escalating a Security

Breach. As soon as practicable but no longer than Seventy-Two (72) hours of becoming aware of a Security Breach, EZO will notify you regarding a Security Breach via the account owner's email address.

- **Network Security.** All changes to the Service, such as new features, are subject to a change management policy. All testing and development of software and applications is carried out on a separate network from production systems.
- **Auditing our Information Security Measures.** A dedicated information security management team conducts self-risk assessments to test and ensure compliance with information security practices outlined in these Terms. You can also request a copy of our ISO 27001 certification and/or SOC 2 Type II at [support@ezo.io](mailto:support@ezo.io) for further details on our compliance with the security measures stated in these Terms.
- **Third Party Management.** We evaluate all third parties providing services to EZO based on our Third Party Management Policy. The process includes a risk assessment before onboarding any new service provider.