

Nomadix® Product Terms and Conditions

These Nomadix Product Terms and Conditions (“Product Terms”) apply to every order for a Nomadix Product and are incorporated by reference in the Nomadix End User License Agreement (“[EULA](#)”). Both the EULA and these Product Terms are applicable to the order, purchase, licensing, and use of any Nomadix Product. Nomadix reserves the right in its sole discretion to amend any Product Terms set forth herein.

1. USE OF A NOMADIX PRODUCT BY AN END USER IS SUBJECT TO AND CONDITIONED UPON AGREEMENT TO AND COMPLIANCE WITH THESE PRODUCT TERMS AND THE EULA. BY USING THE PRODUCT, YOU AS END USER SIGNIFY YOUR CONSENT ON YOUR OWN BEHALF AND ON BEHALF OF YOUR PERMITTED USER(S) (AS APPLICABLE) TO BE BOUND TO THESE TERMS, AND THAT YOU HAVE THE LEGAL CAPACITY TO SO BIND THE PERMITTED USER(S).

2. “Product” shall be defined as any Hardware, Software, or Services (or combination thereof) made available by Nomadix for purchase, subscription, and licensing. Products include Nomadix Subscription Products. Nomadix Software and Services require for use a current fully paid subscription or license. FAILURE BY A RESELLER OR END USER TO TIMELY PAY TO NOMADIX AN AMOUNT DUE MAY RESULT IN THE PRODUCT BEING DISABLED OR BEING UNAVAILABLE.

3. Subscription Program Terms

Nomadix may in its sole discretion offer certain Products on a subscription basis (“Subscription Products”). Such Subscription Products may include both hardware, software, services, and licensing for a fixed recurring payment (monthly or other interval as set by Nomadix). End User agrees that the Subscription Products are subject to the Nomadix End User License Agreement ([EULA](#)) (including Product Terms of Use), as well as these Program Terms. Upon the date of delivery of Nomadix Subscription Products to the End User, End User agrees, effective as of such date, to always abide by these Program Terms. The End User acknowledges and agrees that the Subscription Products are provided by Nomadix as a service and on a subscription basis only. End User acknowledges and agrees that neither End User nor any of its authorized third-party users e.g., guests of End User, are purchasing nor shall hold title to any Subscription Products provided hereunder. Nomadix shall retain title and a superior possessory interest to all Nomadix Subscription Products. End User acknowledges that it has read these Program Terms, and the EULA, understands them, and agrees to be bound by them.

4. Orders for Products shall be based upon Nomadix’s then-current prices made available by Nomadix to the Reseller. Product prices may be changed by Nomadix at any time in its sole discretion. Orders are not binding until accepted in writing by Nomadix. Orders not acknowledged or invoiced by Nomadix within thirty (30) calendar days or receipt may, at Nomadix’s option, be treated as having automatically expired.

5. Miscellaneous

Nomadix may invoice for the full amount then owing for any Product, including such additional amounts as may be due and owing on account of changes or additions instituted by the End User or Reseller.

Nomadix may require that the Reseller or End User provide to Nomadix current credit card information or banking information to facilitate processing of electronic payments.

Nomadix may offer promotional pricing from time to time. Such promotional pricing is available only for the period time prescribed by Nomadix. Such promotional pricing reverts to full pricing upon the end of a promotional pricing period.

In addition to its other rights and remedies, Nomadix shall be entitled but not obliged at any time or times, without notice to End User to set off any liability of the End User or Reseller as the case may be, to Nomadix against any liability of Nomadix to the End User or Reseller as the case may be (in either case however arising) whether any such liability is present or future, liquidated or unliquidated.

Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with these Product Terms or arising by law shall not constitute a waiver of such right or remedy or any other rights or remedies.

If any of these Product Terms is declared invalid or unenforceable in any respect, insofar as it is severable from the remaining terms, it shall be deemed omitted from these terms and the validity and enforceability of the remaining terms shall not as a result in any way be affected or impaired.

Nothing in these Product Terms constitutes a partnership, joint venture, representative or agency relationship between the parties to it or have effect as constituting any relationship of employer and employee between the parties.

Except as expressly provided herein, the rights and remedies provided by these Program Terms are cumulative and (subject as otherwise provided in these terms) are not exclusive of any right or remedy provided by law. No exercise by either party of any one right or remedy shall (except unless expressly provided otherwise) operate to hinder or prevent the exercise by it of any other right or remedy.

END USER AGREES TO RELEASE AND HOLD HARMLESS NOMADIX, ITS PARENT, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR DAMAGES IN WHATEVER FORM INCLUDING BUT NOT LIMITED TO ANY CLAIMS, INCLUDING THIRD PARTY CLAIMS, FOR CONTRIBUTION, INDEMNITY OR SUBROGATION.