

**EdiFabric End User License Agreement for EDI Tools for .NET and
EdiNation InHouse (Version January 2024)**

**IMPORTANT NOTICE – PLEASE READ AND AGREE BEFORE
DOWNLOADING, INSTALLING, COPYING, OR USING**

This Agreement is between you, or the company or other legal entity that you represent and warrant you have the legal authority to bind, (each, “**You**” or “**Your**”) and EDI Fabric Limited, incorporated in England and Wales with company number 8248816, and its subsidiaries (collectively, “**EdiFabric**”) regarding Your use of the Materials. By downloading, installing, copying or using the Materials, You agree to be bound by the terms of this Agreement. If You do not agree to the terms of this Agreement, or do not have legal authority or required age to agree to them, do not download, install, copy or use the Materials.

1. LICENSE DEFINITIONS.

A. “**Cloud Provider**” means a third party service provider offering a cloud-based platform, infrastructure, application or storage services, such as Microsoft Azure or Amazon Web Services, which You may only utilize to host the Materials subject to the restrictions set forth in Section 2.3 B.

B. “**Derivative Work**” means a derivative work, as defined in 17 U.S.C. § 101, of the Source Code.

C. “**Executable Code**” means computer programming code in binary form suitable for machine execution by a processor without the intervening steps of interpretation or compilation.

D. “**Materials**” mean the software, documentation, the software product serial number, and other collateral, including any updates, made available to You by EdiFabric under this Agreement. Materials include Redistributables, Executable Code, Source Code, Sample Source Code, and Pre-Release Materials, but do not include Third Party Software.

E. “**Pre-Release Materials**” mean the Materials, or portions of the Materials, that are identified (in the product release notes, on EdiFabric’s download website for the Materials or elsewhere) or labeled as pre-release, prototype, alpha or beta code and, as such, are deemed to be pre-release code (i) which may not be fully functional or tested and may contain bugs or errors; (ii) which EdiFabric may substantially modify in its development of a production version; or (iii) for which EdiFabric makes no assurances that it will ever develop or make a production version generally available. Pre-Release Materials are subject to the terms of Section 3.2.

F. “**Reciprocal Open Source Software**” means any software that is subject to a license which requires that (i) it must be distributed in source code form; (ii) it must be licensed under the same open source license

terms; and (iii) its derivative works must be licensed under the same open source license terms. Examples of this type of license are the GNU General Public License or the Mozilla Public License.

G. "**Redistributables**" are the files that may be included in the Materials, excluding the Source Code. Redistributable files are the following files:

EdiFabric.dll

EdiFabric.nupkg

EDI Templates (provided that they are in compiled or object form)

EdiFabric.Api.dll

EdiFabric.Api.nupkg

Redistributables can include Sample Source Code.

H. "**Sample Source Code**" means those portions of the Materials that are Source Code and are identified as sample code. Sample Source Code may not have been tested or validated by EdiFabric and is provided purely as a programming example.

I. "**Source Code**" means the software portion of the Materials provided in human readable format.

J. "**Third Party Software**" mean the files (if any) that may be included in the Materials for the applicable software. Third Party Software is subject to the terms of Section 2.2.

K. "**Your Product**" means one or more applications, products or projects developed by or for You using the Materials.

L. "**Term**" means either a perpetual or a time-limited term for the Materials that You obtain as specified on EdiFabric's download website, in EdiFabric's applicable documentation, or as controlled by the serial number for the Materials.

M. "**License Type**" has the meaning specified in Section 13.

N. "**EdiNation Auth API**" is a REST API publicly exposed on the Internet to which all EdiFabric products (including EdiNation InHouse Files) connect for authentication.

O. "**Priority Support**" means assistance for paid License Types for the Materials which have purchased Priority Support in addition to the default support provided for all license types.

2. LICENSE GRANTS.

2.1 **License to the Materials.** Subject to the terms and conditions of this Agreement, EdiFabric grants You a non-exclusive, worldwide, non-assignable, non-sublicensable, limited right and license under its copyrights, to:

A. reproduce internally a reasonable number of copies of the Materials for Your personal or business use;

B. use the Materials solely for Your personal or business use to develop Your Product, in accordance with the documentation included as part of the Materials;

C. modify or create Derivative Works only of the Redistributables, or any portions, that are provided to You in Source Code;

D. distribute (directly and through Your distributors, resellers, and other channel partners, if applicable), the Redistributables, including any modifications to or Derivative Works of the Redistributables or any portions made pursuant to Section 2.1.C subject to the following conditions:

(1) Any distribution of the Redistributables must only be as part of Your Product which must add significant primary functionality different than that of the Redistributables themselves;

(2) You must only distribute the Redistributables originally provided to You by EdiFabric only in Executable Code subject to a license agreement that prohibits reverse engineering, decompiling or disassembling the Redistributables, and subject to the serial key for the Materials is not provided in a human-readable format, e.g., the serial key is obfuscated and is embedded in Executable Code;

(3) This distribution right includes a limited right to sublicense only the EdiFabric copyrights in the Redistributables and only to the extent necessary to perform, display, and distribute the Redistributables (including Your modifications and Derivative Works of the Redistributables provided in Source Code) solely as incorporated in Your Product; and

(4) You: (i) will be solely responsible to Your customers for any update, support obligation or other obligation or liability which may arise from the distribution of Your Product, (ii) will not make any statement that Your Product is "certified" or that its performance is guaranteed by EdiFabric or its suppliers, (iii) will not use EdiFabric's or its suppliers' names or trademarks to market Your Product, (iv) will comply with any additional restrictions which are included in the text files with the Redistributables and in Section 3 below, (v) will indemnify, hold harmless, and defend EdiFabric and its suppliers from and against any claims or lawsuits, costs, damages, and expenses, including attorney's fees, that arise or result from (a) Your modifications or Derivative Works of the Materials or (b) Your distribution of Your Product.

2.2 Third Party Software. Third Party Software, even if included with the distribution of the Materials, may be governed by separate license terms, including without limitation, third party license terms, open source software notices and terms, and/or other EdiFabric software license terms. These separate license terms solely govern Your use of the Third Party Software.

2.3 Third Party Use.

A. If You are an entity, Your contractors may use the Materials under the license specified in Section 2, provided: (i) their use of the Materials is solely on behalf of and in support of Your business, (ii) they agree to the terms and conditions of this Agreement, and (iii) You are solely responsible for their use, misuse or disclosure of the Materials.

B. You may utilize a Cloud Provider to host the Materials for You, provided: (i) the Cloud Provider may only host the Materials for Your exclusive use and may not use the Materials for any other purpose whatsoever, including the restriction set forth in Section 3.1(xi); (ii) the Cloud Provider's use of the Materials must be solely on behalf of and in support of Your Product, and (iii) You will indemnify, hold harmless, and defend EdiFabric and its suppliers from and against any claims or lawsuits, costs, damages, and expenses, including attorney's fees, that arise or result from Your Cloud Provider's use, misuse or disclosure of the Materials.

3. LICENSE CONDITIONS.

3.1 Restrictions. Except as expressly provided in this Agreement, You may NOT: (i) use, reproduce, disclose, distribute, or publicly display the Materials; (ii) share, publish, rent or lease the Materials to any third party; (iii) assign this Agreement or transfer the Materials; (iv) modify, adapt, alter, or translate the Materials in whole or in part, including during execution; (v) reverse engineer, decompile, or disassemble the Materials, or otherwise attempt to derive the source code or operation of the Materials; (vi) work around any technical limitations in the Materials; (vii) distribute, sublicense or transfer any Source Code, modifications or Derivative Works of any Source Code to any third party; (viii) remove, minimize, block or modify any notices of EdiFabric or its suppliers in the Materials; (ix) include the Redistributables in malicious, deceptive, or unlawful programs or products or use the Materials in any way that is against the law; (x) modify, create a Derivative Work, link, or distribute the Materials so that any part of it becomes Reciprocal Open Source Software; (xi) use the Materials directly or indirectly for SaaS services or service bureau purposes (i.e., a service that allows use of or access to the Materials by a third party as part of that service, such as the salesforce.com service business model).

3.2 Pre-Release Materials. If You receive Pre-Release Materials, You may reproduce a reasonable number of copies and use the Pre-Release Materials for evaluation and testing purposes only. You may not (i) modify or incorporate the Pre-Release Materials into Your Product; (ii) continue to use the Pre-Release Materials once a commercial version is released; or (iii) disclose to any third party any benchmarks, performance results, or other information relating to the Pre-Release Materials. EdiFabric may waive these restrictions in writing at its sole discretion; however, if You decide to use the Pre-Release Materials in Your Product (even with EdiFabric's waiver), You acknowledge and agree that You are fully responsible for any and all issues that result from such use.

3.3 Safety-Critical, and Life-Saving Applications; Indemnity. The

Materials may provide information relevant to safety-critical applications (“**Safety-Critical Applications**”) to allow compliance with functional safety standards or requirements. **You acknowledge and agree that safety is Your responsibility. To the extent You use the Materials to create, or as part of, products used in Safety-Critical Applications, it is Your responsibility to design, manage, and ensure that there are system-level safeguards to anticipate, monitor, and control system failures, and You agree that You are solely responsible for all applicable regulatory standards and safety-related requirements concerning Your use of the Materials in Safety Critical Applications.**

Should You use the Materials for Safety-Critical Applications or in any type of a system or application in which the failure of the Materials could create a situation where personal injury or death may occur (e.g., medical systems, life-sustaining or life-saving systems) (“**Life-Saving Applications**”), You agree to indemnify, defend, and hold EdiFabric and its representatives harmless against any claims or lawsuits, costs, damages, and expenses, including reasonable attorney fees, arising in any way out of Your use of the Materials in Safety-Critical Applications or Life-Saving Applications and claims of product liability, personal injury or death associated with those applications; even if such claims allege that EdiFabric was negligent or strictly liable regarding the design or manufacture of the Materials or its failure to warn regarding the Materials.

3.4 EDI Implementation Guidelines Rights. You acknowledge and agree that Your use of the Materials or distribution of the Redistributables with Your Product as permitted by this Agreement may require You to procure license(s) from third parties that may hold intellectual property rights applicable to any implementation guidelines or EDI standards (e.g., the use of NCPDP’s intellectual property). Should any such additional licenses be required, You are solely responsible for obtaining any such licenses and agree to obtain any such licenses at Your own expense.

4. DATA COLLECTION AND PRIVACY.

4.1 Data Collection. The Materials may collect anonymous data about the Materials and/or Your environment and transmit that data to EdiFabric. All data collection by EdiFabric is performed pursuant to relevant privacy laws, including notice and consent requirements.

4.2 EdiFabric’s Privacy Notice. EdiFabric is committed to respecting Your privacy. To learn more about EdiFabric’s privacy practices, please visit <https://www.edifabric.com/legal.html>.

4.3 EdiFabric’s Authentication. The Materials require security tokens to run and automatically obtain these tokens by regularly sending requests to **EdiNation Auth API**. We collect the IP addresses and API keys, and use this information to identify customers and valid licenses. **EdiFabric reserves the right to disable or generate new serial keys when a serial key has been compromised, exposed on the Internet, or otherwise not used in accordance with the terms of this agreement.**

5. **OWNERSHIP.** Title to the Materials and all copies remain with EdiFabric or its suppliers. The Materials are protected by intellectual property rights, including without limitation, United Kingdom copyright laws and international treaty provisions. You will not remove any copyright or other proprietary notices from the Materials. Except as expressly provided herein, no license or right is granted to You directly or by implication, inducement, estoppel or otherwise; specifically, EdiFabric does not grant any express or implied right to You under EdiFabric patents, copyrights, trademarks, or trade secrets.

6. **NO WARRANTY AND NO SUPPORT.**

6.1 **No Warranty. Disclaimer.** EdiFabric disclaims all warranties of any kind and the terms and remedies provided in this Agreement are instead of any other warranty or condition, express, implied or statutory, including those regarding merchantability, fitness for any particular purpose, non-infringement or any warranty arising out of any course of dealing, usage of trade, proposal, specification or sample. EdiFabric does not assume (and does not authorize any person to assume on its behalf) any liability.

6.2 **No Support; Priority Support.** EdiFabric may make changes to the Materials, or to items referenced therein, at any time without notice, but is not obligated to support, update or provide training for the Materials under the terms of this Agreement. EdiFabric offers free community and paid standard and priority support options. More information on these support options can be found at: <https://www.edifabric.com/support.html>.

6.3 **Malicious Code.** EdiFabric represents and warrants the Materials do not and shall not contain, introduce, or enable the introduction into Your or any end user's environment any virus, worm, Trojan horse, adware, spyware, software lock, back door, time bomb, disabling device, or other malicious code, mechanism, or routine, including without limitation those that, whether by design or through the exploitation of a security vulnerability, can be used to disrupt, damage, deactivate, disable, deny access to, surveil, gain unauthorized access to, or otherwise harm any network, systems, hardware, software, or data ("Malicious Code"). EdiFabric shall scan the Materials for Malicious Code prior to release using no less than industry-standard tools and best practices, including commercially available, up-to-date virus scanning and threat detection software and removal tools. EdiFabric shall notify You promptly upon discovering any Malicious Code, shall take all steps reasonably necessary to remove the Malicious Code and reverse any harmful effects, and shall provide You with all information and assistance reasonably requested by You in connection therewith.

7. **LIMITATION OF LIABILITY.**

7.1 **EdiFabric will not be liable for any of the following losses or damages (whether such losses or damages were foreseen, foreseeable, known or otherwise): (i) loss of revenue; (ii) loss of**

actual or anticipated profits; (iii) loss of the use of money; (iv) loss of anticipated savings; (v) loss of business; (vi) loss of opportunity; (vii) loss of goodwill; (viii) loss of use of the Materials; (ix) loss of reputation; (x) loss of, damage to, or corruption of data; or (xi) any indirect, incidental, special or consequential loss of damage however caused (including loss or damage of the type specified in this Section 7).

7.2 EdiFabric's total cumulative liability to You, including for direct damages for claims relating to this Agreement, and whether for breach of contract, negligence, or for any other reason, will not exceed \$100.

7.3 You acknowledge that the limitations of liability provided in this Section 7 are an essential part of this Agreement. You agree that the limitations of liability provided in this Agreement with respect to EdiFabric will be conveyed to and made binding upon any customer of Yours that acquires the Redistributables.

8. USER SUBMISSIONS. Should you provide EdiFabric with comments, modifications, corrections, enhancements or other input ("**Feedback**") related to the Materials, EdiFabric will be free to use, disclose, reproduce, license or otherwise distribute or exploit the Feedback in its sole discretion without any obligations or restrictions of any kind, including without limitation, intellectual property rights or licensing obligations. If You wish to provide EdiFabric with information that You intend to be treated as confidential information, EdiFabric requires that such confidential information be provided pursuant to a non-disclosure agreement ("**NDA**"); please contact Your EdiFabric representative to ensure the proper NDA is in place.

9. NON-DISCLOSURE. Information provided by EdiFabric to You may include information marked as confidential. You must treat such information as confidential under the terms of the applicable NDA between EdiFabric and You. If You have not entered into an NDA with EdiFabric, You must not disclose, distribute or make use of any information marked as confidential, except as expressly authorized in writing by EdiFabric. EdiFabric retains all rights in and to its confidential information specifications, designs, engineering details, discoveries, inventions, patents, copyrights, trademarks, trade secrets, and other proprietary rights relating to the Materials. Any breach by You of the confidentiality obligations provided for in this Section 9 will cause irreparable injury to EdiFabric for which money damages may be inadequate to compensate EdiFabric for losses arising from such a breach. EdiFabric may obtain equitable relief, including injunctive relief, if You breach or threaten to breach Your confidentiality obligations.

10. TERM AND TERMINATION. This Agreement becomes effective on the date You accept this Agreement and will continue until terminated as provided for in this Agreement. This Agreement will terminate immediately if You are in breach of any of its terms and conditions. The term for Pre-Release Materials terminates immediately upon release of a

commercial version or at any time upon notice from EdiFabric. Upon termination, You will promptly destroy the Materials and all copies. In the event of termination of this Agreement, Your license to any Redistributables distributed by You in accordance with the terms and conditions of this Agreement, prior to the effective date of such termination, will survive any such termination of this Agreement. Sections 1, 2.1.D(4)(v), 2.2, 2.3.A(iii), 2.3.B(iii), 3.3, 5, 6, 7, 8, 9, 10 (with respect to these survival provisions in the last sentence), and 12 will survive expiration or termination of this Agreement.

11. U.S. GOVERNMENT RESTRICTED RIGHTS. The technical data and computer software covered by this license is a “Commercial Item,” as such term is defined by the FAR 2.101 (48 C.F.R. 2.101) and is “commercial computer software” and “commercial computer software documentation” as specified under FAR 12.212 (48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to end users for use by and on behalf of the U.S. Government with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

12. GENERAL PROVISIONS.

12.1 ENTIRE AGREEMENT. This Agreement contains the complete and exclusive agreement and understanding between the parties concerning the subject matter of this Agreement, and supersedes all prior and contemporaneous proposals, agreements, understanding, negotiations, representations, warranties, conditions, and communications, oral or written, between the parties relating to the same subject matter. Each party acknowledges and agrees that in entering into this Agreement it has not relied on, and will not be entitled to rely on, any oral or written representations, warranties, conditions, understanding, or communications between the parties that are not expressly set forth in this Agreement. The express provisions of this Agreement control over any course of performance, course of dealing, or usage of the trade inconsistent with any of the provisions of this Agreement. The provisions of this Agreement will prevail notwithstanding any different, conflicting, or additional provisions that may appear on any purchase order, acknowledgement, invoice, or other writing issued by either party in connection with this Agreement. No modification or amendment to this Agreement will be effective unless in writing and signed by authorized representatives of each party, and must specifically identify this Agreement by its title and version (e.g., “EdiFabric End User License Agreement for EDI Tools for .NET and EdiNation InHouse (Version August 2023)”). If You received a copy of this Agreement translated into another language, the English language version of this Agreement will prevail in the event of any conflict between versions.

12.2 TRADE COMPLIANCE. You must comply with all applicable laws and regulations of the U.S., United Kingdom, and other countries governing the export, re-export, import, transfer, distribution, use, and servicing (“Export”) of the Materials and all related materials provided by EdiFabric. In particular, but without limitation, You must not, without first obtaining all authorizations required by all applicable laws and regulations,

Export Materials or any related materials (a) to any prohibited or restricted entity or country; or (b) for the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons, or for any other purpose prohibited by all applicable governments. Upon EdiFabric's request, You will provide export classifications for all Materials and technical data. EdiFabric will not be obligated to perform any of its obligations under this Agreement if performance would result in violation of any applicable trade or sanctions controls or restrictions. No failure or delay on the part of EdiFabric to exercise any right under this clause will operate as a waiver of this clause.

12.3 GOVERNING LAW, JURISDICTION, AND VENUE. All disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will in all respects be governed by, and construed and interpreted under, the laws of England and Wales, without reference to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement. All disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will be subject to the exclusive jurisdiction of the courts of England and Wales. Each party submits to the personal jurisdiction of those courts and waives all objections to that jurisdiction and venue for those disputes.

12.4 SEVERABILITY. The parties intend that if a court holds that any provision or part of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the provision or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Section will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

13. LICENSE TYPES. You understand and agree that the following License Types described below are subject to Your continued compliance with the license grants in Section 2:

13.1 Perpetual. If You obtain the Materials under a perpetual license type (i.e., You received a confirmation email from EdiFabric stating that You had purchased the Enterprise plan). Your license is perpetual and allows you to continue using the last version of the Materials you obtained, even after your updates and support plan had expired.

13.2 Subscription. If You obtain the Materials under a subscription license type (i.e., You received a confirmation email from EdiFabric stating that You had purchased the Subscription plan). Your license is time-limited, and the term of Your license is specified on EdiFabric's website, in the applicable documentation, and is controlled by the serial key for the Materials.

Only for EdiFabric versions <= 10.4.3: Upon expiration of the term, your

serial key is also going to expire. Should You decide to renew Your subscription, subject to the renewal instructions on EdiFabric's website, and the payment of appropriate fees, You will be given a new serial key for the new term.

13.3 Evaluation. If You obtain the Materials under a standard license type (i.e., You received a confirmation email from EdiFabric stating that You had downloaded EdiFabric Trial and Examples). **You may not distribute any portion of the Materials, and any application and/or product developed by You may only be used for evaluation purposes and only for the term of the evaluation.** Your license is time-limited and the term of Your license is specified on EdiFabric's website, in the applicable documentation, and is controlled by the serial key for the Materials.