End User License Agreement for ediFabric .NET, ediFabric Native, and ediFabric Cloud (Version November 2026)

IMPORTANT NOTICE — PLEASE READ AND AGREE BEFORE DOWNLOADING, INSTALLING, COPYING, ACCESSING, VIEWING, 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, the EDI Specs, and the Cloud Services. By downloading, installing, copying, accessing, viewing, or using the Materials, the EDI Specs, or the Cloud Services, 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, access, view, or use the Materials, the EDI Specs, or the Cloud Services.

This Agreement covers all three ediFabric products: ediFabric .NET (including EdiNation InHouse), ediFabric Native, and ediFabric Cloud. It also governs the EDI Specs, whether You access them with or without an account and whether or not You hold a Plan. Your Plan determines which rights You have in the Software Products and the Cloud Services. Current Plan descriptions, quotas, and fees are published at https://www.edifabric.com/pricing.html and form part of this Agreement. If there is a conflict between this Agreement and the pricing page, this Agreement controls the legal terms and the pricing page controls then-current commercial metrics (fees, included operations, seat counts, and similar numerical limits), unless Your order, invoice, or confirmation email states otherwise.

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 Software Products subject to the restrictions set forth in Section 2.3 B.

B. “Cloud Services” means the hosted ediFabric Cloud REST API and related hosted tools that EdiFabric operates, including authentication, metering, and model hosting, but excluding any self-hosted API that You build with the Software Products on infrastructure You control.

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

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

E. “Materials” mean the software, documentation, serial keys, authentication tokens, EDI templates, EDI Specs, and other collateral, including any updates, made available to You by EdiFabric under this Agreement. Materials include the Software Products, Redistributables, Executable Code, Source Code, Sample Source Code, and Pre-Release Materials, but do not include Third Party Software. Materials do not include the Cloud Services except to the extent documentation or keys for the Cloud Services are provided to You.

F. “Software Products” mean ediFabric .NET (including EdiNation InHouse) and ediFabric Native, in each case including Redistributables for that product.

G. “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.

H. “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.

I. “Redistributables” are the files that may be included in the Materials, excluding the Source Code. Redistributable files include:

For ediFabric .NET: EdiFabric.dll, EdiFabric.nupkg, EdiFabric.Api.dll, EdiFabric.Api.nupkg.

For ediFabric Native: edifabric-x12-tools.dll, edifabric-x12-tools.so, edifabric-x12-tools.dylib, and EDI templates downloaded from EdiFabric’s websites (including EdiNation).

J. “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.

K. “Source Code” means the software portion of the Materials provided in human readable format.

L. “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.

M. “Your Product” means one or more applications, products or projects developed by or for You using the Materials.

N. “Term” means either a perpetual or a time-limited term for the Materials or Cloud Services that You obtain as specified on EdiFabric’s website, in EdiFabric’s applicable documentation, or on Your invoice or confirmation email. A serial key or token that remains technically valid after the Term does not extend the Term or grant any right beyond Your Plan.

O. “Plan” has the meaning specified in Section 13.

P. “Auth API” is a REST API publicly exposed on the Internet to which the Software Products may connect for authentication and license validation.

Q. “Priority Support” means assistance for paid Plans which have purchased Priority Support in addition to the default support provided for the Plan.

R. “Operation” means a single parse, generate, validate, or acknowledge call, regardless of how many transactions are in the payload. Hosted Cloud Service requests are also Operations and are capped at 3 MB each.

S. “Leased Seat” means a seat leased to a single environment for the Software Products. Threads inside one process do not each take a seat, and neither do developers or CPU cores. Leased Seats are counted across ediFabric .NET and ediFabric Native combined. Once You are at Your limit and a new environment authenticates, the oldest lease is released and handed over to it only if that oldest lease was taken on an earlier day. If every seat was leased today, the new environment is refused until 24 hours have passed. Offline Tokens are not leased.

T. “Environment” means a distinct runtime instance in which the Software Products execute (for example a machine, container, or process host that authenticates).

U. “OEM Rider” means the optional add-on described in Section 13.5, which may be purchased only together with an Enterprise Plan. An OEM Rider already in force on a Perpetual license at the date of this version continues under its order.

V. “Commercial Redistribution” means distributing Redistributables as part of a product You sell or license to third parties.

W. “Service Bureau Processing” means processing EDI files that belong to third parties as a service for those third parties, including a multi-tenant offering that exposes core functionality of the Materials to third parties. Service Bureau Processing is performed with the Software Products (including a self-hosted API You operate) on Environments You own or Your Cloud Provider hosts for You. It does not include reselling, wrapping, or otherwise offering the hosted Cloud Services as a competing hosted EDI translation API. Processing Your own EDI exchanges with Your own trading partners is not Service Bureau Processing.

X. “EDI Specs” means the EDI specifications, models, and templates that EdiFabric makes available in any format and through any channel, including the EDI Spec Library, the EDI Spec Builder, EdiNation, the Cloud Services, EdiFabric’s websites and EdiFabric’s source code repositories. EDI Specs include OpenEDI JSON files, C# EDI templates, ediFabric Native models and maps, the structure pages and views of each specification, and any copies, extracts, or portions of them, whether or not they are downloaded and whether or not an account is used. EDI Specs created or customized by You in the EDI Spec Builder remain EDI Specs to the extent they reproduce Spec Data.

Y. “Spec Data” means the content of the EDI Specs and the compilation of that content, including the selection, arrangement, and structure of transactions, loops, segments, composites, and data elements, and their positions, usage, requirement designators, repetitions, lengths, data types, formats, conditions, syntax rules, code lists and code values, and the relationships between them, in whatever form or format they are expressed.

Z. “OpenEDI Format” means the format for describing EDI transactions published by EdiFabric under the MIT license. The MIT license applies to the OpenEDI Format definition only. It does not apply to the EDI Specs or the Spec Data, even when they are expressed in the OpenEDI Format.

AA. “Offline Token” means a signed token that lets the Software Products run with no license call to the Auth API once it has been set.

BB. “Long-Lived Token” means an Offline Token issued on request under Section 4.5, being a 1-Year Token for an Enterprise Plan or a Non-Expiring Token for a Perpetual license.

CC. “Evaluation Period” means the 14-day Enterprise trial or, for a purchase made without a trial, the 14 days after the date of purchase.

DD. “Token Request Form” means EdiFabric’s Long-Lived Token Request Form, signed by Your authorized representative.

2. LICENSE GRANTS

2.1 License to the Materials

Subject to the terms and conditions of this Agreement and the limits of Your Plan, EdiFabric grants You a non-exclusive, worldwide, non-assignable (except as set out in Section 12.6), non-sublicensable (except as expressly permitted under an OEM Rider), limited right and license under its copyrights, to:

A. reproduce internally a reasonable number of copies of the Software Products for Your personal or business use in Environments You own and operate, up to the Leased Seat and Operation limits of Your Plan;

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 those Redistributables, or any portions, that are provided to You in Source Code for ediFabric .NET. You may not modify or create Derivative Works of ediFabric Native Redistributables;

D. use the Cloud Services in accordance with Section 4 and the Operation allowances of Your Plan;

E. distribute Redistributables only if You hold a valid OEM Rider, and then only as set out in Section 13.5. Community, Developer, Enterprise, Perpetual, and Cloud only Plans do not include Commercial Redistribution rights.

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 Software Products for You, provided: (i) the Cloud Provider may only host the Software Products for Your exclusive use in Environments You own and operate and may not use the Software Products for any other purpose whatsoever, including the restriction set forth in Section 3.1(xi); (ii) the Cloud Provider’s use of the Software Products 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.

2.4 No implied redistribution rights

Except as expressly permitted in Section 13, You may use the Materials and Cloud Services only in Environments You own and operate. Hosting Your Product on a Cloud Provider for Your own business is permitted under Section 2.3 B. Commercial Redistribution is prohibited without an OEM Rider, as further described in Sections 3.1(xi) and 13.5. Service Bureau Processing is included in the Enterprise Plan (and in a Perpetual license as to the Software Products) as described in Sections 13.3 and 13.4, and is otherwise prohibited except as Section 13.2 preserves for existing Developer Plans. Service Bureau Processing is not a license to resell the hosted Cloud Services. No Plan, OEM Rider, or Service Bureau Processing right permits any use of the EDI Specs or Spec Data beyond Section 3.6.

2.5 License to the EDI Specs

Subject to the terms and conditions of this Agreement, EdiFabric grants You a non-exclusive, non-assignable, non-sublicensable, revocable, limited license to view, download, and use the EDI Specs solely as permitted in Section 3.6 A. This license is available with or without an account and on every Plan, including Community. The EDI Specs are made available free of charge; that they are free to access does not grant any right to use them beyond Section 3.6 A.

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, except as set out in Section 12.6; (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, including license validation, token caching, Offline Tokens, Leased Seat limits, or Operation meters; (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) exercise Commercial Redistribution unless You hold a valid OEM Rider and comply with Section 13.5; (xii) exercise Service Bureau Processing unless You hold a valid Enterprise Plan or Perpetual license (as to the Software Products), or a Developer Plan preserved by Section 13.2, and comply with Section 13.3; (xiii) use a Community Plan in production; (xiv) submit protected health information or other data requiring HIPAA or SOC 2 processing to the hosted Cloud Services; (xv) use the Cloud Services to build a similar or competitive hosted EDI translation service (Service Bureau Processing does not grant this right); (xvi) create more than one Cloud Services account to evade quotas; (xvii) use the EDI Specs or Spec Data in any way not expressly permitted in Section 3.6 A.

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, the EDI Specs, Cloud Services, 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. Nothing in this Agreement grants You any right in any third party standard or implementation guideline.

3.5 Supported platforms

The Software Products may be used on the operating systems, cloud environments, and container platforms listed in the official documentation for the version You are licensed for. EdiFabric Native currently supports X12 and HIPAA, with remaining standards released sequentially. ediFabric .NET and ediFabric Cloud cover the published catalog. Your Plan does not limit which standards You may use among those a given product actually supports. EdiFabric may add or remove supported platforms by updating the official documentation. Such changes will not adversely affect licenses that are currently active and in good standing for previously supported platforms.

3.6 EDI Specs

A. Permitted use. You may view, download, and use the EDI Specs only:

(1) with the Software Products, the Cloud Services, EdiNation, or the EDI Spec Builder;

(2) to generate source code types or classes from OpenEDI JSON files, for use in Your Product together with the Software Products or the Cloud Services; and

(3) to share individual EDI Specs, unmodified and with EdiFabric's notices intact, with Your employees, contractors, and trading partners, solely to agree on or implement an EDI exchange that is processed with the Software Products, the Cloud Services, or EdiNation.

B. Restrictions. You may not, directly or indirectly, or through or for any third party, and regardless of format or medium:

(1) extract, copy, scrape, convert, transform, translate, re-key, or re-create all or a substantial part of the Spec Data, or repeatedly and systematically extract insubstantial parts of it, into any other format, schema, database, data set, or system;

(2) use the EDI Specs or Spec Data to build, populate, enrich, validate, test, or maintain any EDI library, specification catalogue, schema set, data set, mapping tool, translator, parser, validator, editor, integration platform, or other product or service, except Your Product as permitted in Section 3.6 A;

(3) make the EDI Specs or Spec Data, or anything derived from them, available to any third party, including the users or customers of any product, platform, or service, except as permitted in Section 3.6 A(3);

(4) publish, sell, license, sublicense, lease, or distribute the EDI Specs or Spec Data, on their own or as part of any other product or service;

(5) access or download the EDI Specs by crawlers, scrapers, bots, or other automated means, except through interfaces that EdiFabric documents for that purpose and within their published limits;

(6) use the EDI Specs or Spec Data to train, fine-tune, evaluate, or prompt any machine learning or artificial intelligence model, or as input to the automated generation of EDI specifications; or

(7) remove, obscure, or alter any copyright or other notice in the EDI Specs.

These restrictions apply whether or not You change the format, names, descriptions, documentation, or arrangement of the Spec Data, whether or not You combine it with other data, and whether or not You credit or link to EdiFabric. Attribution does not grant any right. Holding a Plan, an OEM Rider, or Service Bureau Processing rights does not grant any right under this Section 3.6 beyond Section 3.6 A.

C. Rights in the EDI Specs. The EDI Specs and the Spec Data are protected by copyright and by database right, including under the Copyright and Rights in Databases Regulations 1997 and equivalent laws in other countries, and EdiFabric has made a substantial investment in obtaining, verifying, and presenting them. That some content of the EDI Specs may also be available from other sources does not permit You to use the EDI Specs or Spec Data beyond Section 3.6 A. If You need EDI specifications for any other use, You must obtain them independently, without using the EDI Specs or Spec Data.

D. Other uses. Any use of the EDI Specs or Spec Data not permitted in Section 3.6 A requires a separate written agreement signed by an authorized representative of EdiFabric. EdiFabric has no obligation to agree to any such use. No email, support response, or course of dealing grants any such right.

E. Remedies. Any breach of this Section 3.6 will cause irreparable injury to EdiFabric for which money damages may be inadequate. EdiFabric may obtain equitable relief, including injunctive relief, if You breach or threaten to breach this Section 3.6, in addition to any other remedy. EdiFabric may suspend or block access to the EDI Specs, the EDI Spec Builder, EdiNation, and the Cloud Services for any account,

network, or user that EdiFabric reasonably believes is in breach of this Section 3.6.

4. AUTHENTICATION, CLOUD SERVICES, AND PRIVACY

4.1 Data Collection

The Software Products collect data about the Materials and Your environment and transmit that data to EdiFabric as part of requests for authentication tokens to the Auth API. The following data is collected with authentication requests: the serial key of the Materials, the version of the Materials, the IP address of the sender, and the date/time of the request. All data collection by EdiFabric is performed pursuant to relevant privacy laws, including notice and consent requirements.

4.2 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 Authentication of Software Products

The Software Products require valid authentication to run. You must not interfere with, circumvent, or disable the authentication mechanism. EdiFabric reserves the right to disable or generate new serial keys when a key has been compromised, exposed on the Internet, or otherwise not used in accordance with this Agreement. Once set, an Offline Token makes no license call, so EdiFabric cannot disable it remotely and the Software Products do not contact EdiFabric to check it. If an Offline Token is compromised or misused, EdiFabric may issue a replacement and refuse the affected token in later releases of the Software Products.

Community authenticates online for each Operation. Developer authenticates online and caches tokens on a per-process basis with a 24-hour lifetime; a maximum of 10,000 tokens per day is allowed across ediFabric .NET and ediFabric Native combined. Enterprise and Perpetual use Offline Tokens. Offline Tokens obtained through the self-service token request have a 30-day lifetime, with a maximum of 10,000 tokens per day across ediFabric .NET and ediFabric Native combined. Long-Lived Tokens are available on request under Section 4.5. During an Enterprise trial, Offline Tokens have a 1-day lifetime, which changes to 30 days after purchase.

4.4 Cloud Services

A. Account. You are responsible for maintaining the security of Your account and for all activities that occur under it. You must immediately notify EdiFabric of any unauthorized use. Accounts registered by bots or other automated methods are not permitted. You must not create more than one account to evade Plan limits.

B. Hosted processing. When You use the hosted Cloud Services, EDI data is transported to EdiFabric to be processed. The hosted Cloud Services are not HIPAA or SOC 2 compliant and must not be used for PHI or other regulated data that cannot leave Your network. If You need those controls, use ediFabric .NET or ediFabric Native, or self-host an equivalent API built with the Software Products on infrastructure You control. In those cases EDI data does not reach EdiFabric.

C. Metering and overage. Community counts Cloud Operations in the shared 250 Operations per day. Developer includes 3,000 Cloud Operations per month, then USD 0.01 each. Enterprise includes 25,000 Cloud Operations per month, then USD 0.008 each. Cloud only includes the first 1,000 Cloud Operations each month free, then USD 0.01 each, with no annual platform fee and no Software Product license. If Your use exceeds the included Operations, You agree to pay the overage fees published for Your Plan.

D. Custom EDI models. Community may use public EDI models in Cloud. Developer, Enterprise, and Cloud only may use private custom EDI models. The model endpoints of the Cloud Services may be used only with the Cloud Services and the Software Products, and are subject to Section 3.6.

E. Rate limiting and suspension. Abuse or excessively frequent requests may result in temporary or permanent suspension of access. EdiFabric may modify or discontinue access to the Cloud Services with notice where practicable.

F. Fees, renewal, and cancellation. Paid Plans are charged as described on the pricing page or Your checkout. Subscription Plans automatically renew for successive terms of the same duration unless You cancel before the end of the then-current Term. A first purchase of a paid Plan has a 14-day money-back guarantee, running from the date of first payment. The guarantee does not apply to renewals, maintenance, or overage fees, and it ends when a Long-Lived Token is issued (Section 4.5 D). Otherwise, Plan fees already paid are non-refundable except where required by law. Cancellation takes effect at the end of the current billing period. EdiFabric may change fees upon thirty (30) days' prior notice. Unless stated otherwise, prices do not include taxes.

4.5 Long-Lived Tokens

A. What is available. An Enterprise Plan may receive a "1-Year Token", valid until the end of the current paid annual Term plus thirty (30) days. A Perpetual license may receive a "Non-Expiring Token", which has no expiry date and is limited to a maximum version: the latest version released while updates or maintenance are in force when the token is issued. Each maintenance renewal entitles You to a new Non-Expiring Token for newer versions, and a Non-Expiring Token already issued keeps working for the versions it covers.

B. Eligibility. Long-Lived Tokens are issued only to registered legal entities that submit a Token Request Form and pass verification. Every contact named on the Token Request Form must use a professional email address on a domain belonging to You. Public, free webmail, and disposable email addresses are not accepted. EdiFabric may decline a request it cannot verify or that Section 12.2 would prohibit. Long-Lived Tokens are not available on Community, Developer, or Cloud only Plans.

C. Timing. A Long-Lived Token is issued only after the Evaluation Period has ended and payment has cleared. Until then, You may use self-service Offline Tokens as described in Section 4.3.

D. Non-refundable. Once a Long-Lived Token has been issued, the fee for the current Enterprise Term or the Perpetual license fee is non-refundable and the money-back guarantee in Section 4.4 F no longer applies, except where required by law.

E. Renewal and reminders. EdiFabric will send expiry reminders for a 1-Year Token to the contacts named on the Token Request Form, and will issue a new 1-Year Token once the renewal has been paid. No new Token Request Form is required unless Your legal entity or the terms of this Section 4.5 have changed. A missed reminder does not extend a token.

F. End of Term. The thirty (30) day period in Section 4.5 A is for continuity only and is not a further Term. Use during that period remains subject to this Agreement. When Your right to use the Software Products ends, You must stop using each Long-Lived Token and delete it.

4.6 Token Security and Leaks

A. Custody. You must treat serial keys and tokens as confidential credentials, store them securely, keep them out of public repositories, public container images, and support tickets, and share them only with the employees and contractors who need them under Section 2.3.

B. Reporting. You must notify EdiFabric within two (2) business days after You become aware that a serial key or token has been exposed or misused, and give reasonable cooperation in addressing it.

C. Accidental leaks. If a leak is accidental and You comply with Section 4.6 B, EdiFabric will issue a replacement at no charge, and the leak alone will not be grounds for termination. You must then move to the replacement and delete the exposed token.

D. Deliberate or concealed leaks. If You deliberately share a serial key or token outside this Agreement, or knowingly conceal a leak, EdiFabric may refuse a replacement, terminate this Agreement under Section 10, and pursue any other remedy. You acknowledge that tokens identify the licensee, and that EdiFabric may use this to trace a leak.

E. Confirmation of compliance. On reasonable written request, and no more than once in any twelve (12) months unless a leak has been reported, You will confirm in writing that Your use of Long-Lived Tokens complies with this Agreement. This Agreement gives EdiFabric no right of access to Your systems or premises.

4.7 Continuity

A. A Non-Expiring Token does not depend on EdiFabric or the Auth API to keep working.

B. If EdiFabric intends to cease trading or permanently stop operating the Auth API, and no successor will continue licensing the Software Products, EdiFabric will, to the extent it is lawfully able to, give at least ninety (90) days' notice and, before ceasing, issue a Non-Expiring Token or a build without license validation to each customer holding a current paid Enterprise Plan or a Perpetual license. You may then keep using the versions You were licensed for, within the scope of Your Plan and without further fees, but without updates or support.

5. OWNERSHIP

Title to the Materials, the EDI Specs, the Spec Data, the Cloud Services, and all copies remain with EdiFabric or its suppliers. The Materials, the EDI Specs, the Spec Data, and the Cloud Services are protected by intellectual property rights, including without limitation, United Kingdom copyright laws, database rights, and international treaty provisions. You will not remove any copyright or other proprietary notices from the Materials or the EDI Specs. 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, database rights, trademarks, or trade secrets. Your use grants You no right to reproduce EdiFabric or third-party trademarks.

6. NO WARRANTY AND 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. Community, the EDI Specs, and other free access are provided "AS IS" and "AS AVAILABLE" and may be suspended, terminated, or discontinued.

6.2 Support

EdiFabric may make changes to the Materials or Cloud Services, or to items referenced therein, at any time without notice, but is not obligated to support, update or provide training under the terms of this Agreement except as included in Your Plan. Community includes EDI forum support. Developer and Enterprise include standard email support. Enterprise may add Priority Support. Cloud only includes standard email support only in a billing month in which Your overage fees exceed USD 100, and otherwise includes no support. More information is 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. 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. The license controls described in Section 4, including token expiry and maximum versions, are disclosed features of the Materials and are not Malicious Code. EdiFabric will not add any undisclosed means of remotely disabling Software Products that run with a valid Offline Token.

6.4 No Copyleft Code

EdiFabric represents and warrants that the Materials do not contain or incorporate any code licensed under a "copyleft" license (including, without limitation, the GNU General Public License (GPL), GNU Affero General Public License (AGPL), or GNU Lesser General Public License (LGPL)). EdiFabric further represents and warrants that use of the Materials alone will not subject Your proprietary software to the terms of any such copyleft license.

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 or Cloud Services; (ix) loss of reputation; (x) loss of, damage to, or corruption of data; or (xi) any indirect, incidental, special or consequential loss or damage however caused (including loss or damage of the type specified in this Section 7).

7.2 For Community, the EDI Specs, or other free access, 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 USD 100. For a paid Plan, EdiFabric's total cumulative liability will not exceed the fees paid by You to EdiFabric under this Agreement during the twelve (12) month period prior to the cause of action. EdiFabric shall have no liability for any failure or delay due to matters beyond its reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

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 under

an OEM Rider.

8. USER SUBMISSIONS

Should you provide EdiFabric with comments, modifications, corrections, enhancements or other input ("Feedback") related to the Materials or Cloud Services, 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.

By creating an account, You grant EdiFabric a license to use Your company's name and logo(s) for the sole purpose of EdiFabric's marketing and sales efforts, such as listing You as a customer. You may revoke this license at any time by notifying EdiFabric via email.

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, including by accessing or viewing the EDI Specs, and will continue until terminated as provided for in this Agreement. Paid subscription Plans automatically renew as described in Section 4.4 F. Either party may terminate this Agreement on thirty (30) days' written notice if the other party materially breaches it and fails to cure the breach within that period. EdiFabric may terminate immediately on notice for nonpayment, for a breach described in Section 4.6 D, or for a deliberate breach of Section 4.3. EdiFabric may revoke the license in Section 2.5 at any time on notice. 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 (including every serial key and token), the EDI Specs, and all copies, and any Spec Data and any material derived from the EDI Specs or Spec Data in breach of Section 3.6, and cease use of the Cloud Services. You will pay in full for the Services up to and including the last day on which they are provided. In the event of termination of this Agreement, Your license to any Redistributables distributed by You in accordance with a valid OEM Rider and the terms and conditions of this Agreement, prior to the effective date of such termination, will survive any such termination of this Agreement. A Perpetual license that remains in good standing continues as described in Section 13.4. Sections 1, 2.2, 2.3, 3.3, 3.6 B to E, 4.6, 4.7, 5, 6, 7, 8, 9, 10 (with respect to these survival provisions), 11, 12, and 13.5 (as to already-distributed OEM copies) 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, including prior separate end user license agreements for ediFabric .NET, ediFabric Native, and ediFabric Cloud / EdiNation Services. 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., “End User License Agreement for ediFabric .NET, ediFabric Native, and ediFabric Cloud (Version November 2026)”). 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.

12.5 Indemnification by You

You agree to indemnify and hold harmless EdiFabric, its contractors, its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of Your use of the Materials, the EDI Specs, or Cloud Services, including but not limited to Your violation of this Agreement, Your Service Bureau Processing, and, if You hold an OEM Rider, Your distribution of Your Product.

12.6 Assignment on Change of Control

You may assign this Agreement, including a Perpetual license and any Long-Lived Token, to a successor to all or substantially all of Your business, provided You notify EdiFabric in writing within thirty (30) days, the successor agrees to this Agreement, and Section 12.2 does not prohibit the transfer. EdiFabric may reissue tokens to identify the successor. EdiFabric may assign this Agreement to a successor to its business.

13. PLANS

You understand and agree that the following Plans are subject to Your continued compliance with this Agreement. Your Plan is determined by the confirmation email, purchase receipt, invoice, customer portal, or serial key provided at the time of acquisition. Numerical limits below match the commercial offering published at the date of this version; the live pricing page controls then-current numbers. No Plan extends the permitted use of the EDI Specs beyond Section 3.6 A.

13.1 Community

Free, never expires. Includes ediFabric .NET, ediFabric Native, and ediFabric Cloud. Unlimited Operations for the first 14 days after You create the subscription, then 250 Operations per day, shared across all three products, one quota per account. Online license check per Operation. 3 Leased Seats for .NET and Native combined. Non-production use only. Public EDI models in Cloud. EDI forum support. You may not distribute any portion of the Materials. Any application developed under Community may be used only for evaluation, learning, and prototype purposes.

13.2 Developer

Time-limited subscription (one year, unless Your order states otherwise), intended for individual developers and small teams. Includes all three products. Unlimited local Operations on Your machines. 3,000 Cloud Operations per month, then USD 0.01 each. License check via cached tokens as described in Section 4.3. 3 Leased Seats for .NET and Native combined. Production use in 1 Environment You own and operate. Private custom EDI models in Cloud. Standard support. No Commercial Redistribution. Service Bureau Processing is not included. If You bought a Developer Plan before the date of this version, You may continue Service Bureau Processing until the end of the Term then in force and through one further renewal, on the conditions in Section 13.3 and within the Leased Seat and Environment limits of this Plan.

13.3 Enterprise

Time-limited subscription (one year, unless Your order states otherwise), intended for company-wide use at scale and air-gapped environments. Includes all three products. Unlimited local Operations. 25,000 Cloud Operations per month, then USD 0.008 each. Unlimited Leased Seats and users. Unlimited Environments that You own and operate. Full offline mode with self-service Offline Tokens as described in Section 4.3, and a 1-Year Token on request as described in Section 4.5. Private custom EDI models in Cloud. Standard support, with optional Priority Support. No Commercial Redistribution unless an OEM Rider is in force. Service Bureau Processing is included: You may use the Materials to process EDI files that belong to third parties as a service for those third parties, including a multi-tenant service, provided: (1) the Materials run on servers or Environments controlled by You or Your Cloud Provider; (2) those third parties do not receive direct access to the Materials or Redistributables except as incorporated in Your Product; (3) You remain fully responsible for licensing compliance, security, and indemnification; (4) authentication and license validation requirements in Section 4 are strictly observed; and (5) EdiFabric may impose additional reasonable conditions or usage limits for high-volume deployments. Service Bureau Processing does not authorize You to resell, wrap, or otherwise offer the hosted Cloud Services as a competing hosted EDI translation API; You may use a self-hosted API built with the Software Products on infrastructure You control. A 14-day Enterprise trial is offered so You can evaluate unlimited seats and Cloud volume; during the trial, Offline Tokens have a 1-day lifetime as described in Section 4.3, and Long-Lived Tokens are not available.

13.4 Perpetual

A one-time purchase of perpetual Enterprise rights in the Software Products, excluding Cloud Services. The serial key never expires. Offline Tokens as described in Section 4.3, and a Non-Expiring Token on request as described in Section 4.5. Product updates and support are included for one year, then optional maintenance (published as USD 600 per year at the date of this version) is required to stay current. Without maintenance the Software Products keep working, but You receive no further updates or support. Available to legal entities only, not one-person consultancies. Cloud Operations are not included; if You also need hosted Cloud Services, You must hold a Plan that includes them. Includes Service Bureau Processing rights for the Software Products as described in Section 13.3. Does not include Commercial Redistribution.

13.5 OEM Rider

The OEM Rider is added to an Enterprise Plan. It is quoted on end-customer count, from the then-published minimum annual fee. Standard support is provided to the main licensee only.

A. Commercial Redistribution rights. Notwithstanding Section 3.1(xi), EdiFabric grants You a limited right to distribute Redistributables solely as integrated into Your Product, subject to all of the following: (1) Your Product must add significant primary functionality different from that of the Redistributables themselves; (2) You must distribute Redistributables only in Executable Code under a license that prohibits reverse

engineering, decompiling or disassembling the Redistributables; (3) the serial key is not provided in a human-readable format and is obfuscated and embedded in Executable Code, or You use a derived serial key as described below; (4) 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 solely as incorporated in Your Product; (5) 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 without prior written consent, (iv) will comply with any additional restrictions included in the text files with the Redistributables and in Section 3, and (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. The OEM Rider permits EDI templates and models to be distributed only as Redistributables used by the Software Products within Your Product; it does not permit Your Product or its users to view, export, or use the Spec Data outside the Software Products.

B. Derived serial keys. EdiFabric will issue, or permit You to issue under EdiFabric’s process, one derived serial key per end customer so that end customers never handle Yours. Derived keys remain EdiFabric’s property, identify the end customer, and may be disabled if misused. You must not share Your primary Enterprise key with end customers.

C. Without an OEM Rider, You may not exercise Commercial Redistribution. Community, Developer (except as Section 13.2 preserves), and Cloud only do not include Service Bureau Processing.

13.6 Cloud only

Pay as You go for the hosted Cloud Services, with no annual Software Product license. No ediFabric .NET or ediFabric Native license is included. The first 1,000 Cloud Operations each month are free, then USD 0.01 per Operation. No platform or subscription fee. Private custom EDI models. Support as described in Section 6.2. Nothing from the Software Products runs on Your machines under this Plan. If You also want to process EDI locally with .NET or Native, You need Developer, Enterprise, or Perpetual as applicable.

13.7 Legacy keys

If You hold a serial key issued under a prior named plan (for example Subscription, Startup, or Pro), that key continues to operate according to the confirmation email and documentation in force when You acquired it, until the subscription expires, is canceled, or You explicitly request it to be migrated. On migration You will be mapped to the then-current Plan that EdiFabric reasonably determines is equivalent. For ediFabric versions 10.4.3 and earlier, an expired subscription serial key ceases to function.

Your use of the Materials, the EDI Specs, or the Cloud Services constitutes acceptance of this Agreement.