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- L. “**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)

Redistributables can include Sample Source Code.

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- Q. **“License Type”** has the meaning specified in Section 2.
- R. **“Your Product”** means one or more applications, products or projects developed by or for You using the Materials.

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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 4.1(xii); (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, including attorney's fees, that arise or result from Your Cloud Provider's use, misuse or disclosure of the Materials.

4. LICENSE CONDITIONS.

4.1 **Restrictions.** Except as expressly provided in this Agreement, You may NOT: (i) use, copy, 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, or translate the Materials in whole or in part; (v) reverse engineer, decompile, or disassemble the Materials, or otherwise attempt to derive the source code for the software; (vi) work around any technical limitations in the Materials or attempt to modify or tamper with the normal function of any license manager that may regulate usage of the Materials; (vii) distribute, sublicense or transfer any Source Code, of the Materials or Derivative Works to any third party; (viii) allow Redistributables to run on a platform other than a Microsoft Platform if according to the accompanying user documentation the Materials are meant to execute only on a Microsoft Platform; (ix) remove, minimize, block or modify any notices of EdiFabric or its suppliers in the Materials; (x) include the Redistributables in malicious, deceptive, or unlawful programs or products or use the Materials in any way that is against the law; (xi) modify, create a Derivative Work, link, or distribute the Materials so that any part of it becomes Reciprocal Open Source Software; (xii) 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 a service, such as the salesforce.com service business model).

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any such licenses and agree to obtain any such licenses at Your own expense.

4.5 **Materials Transfer.** You may only permanently transfer the Materials, and all of Your rights and obligations under this Agreement, to another party (“**Recipient**”) solely in conjunction with a change of ownership, merger, acquisition, sale or transfer of all or substantially all of Your business or assets, either voluntarily, by operation of law or otherwise subject to the following: You must notify EdiFabric of the transfer by sending a letter to EdiFabric: (i) identifying the Recipient and Your legal entities, (ii) identifying the Materials (i.e., the specific EdiFabric software and version) and the associated serial numbers to be transferred, (iii) certifying that You retain no copies of the Materials or portions, (iv) certifying that the Recipient has agreed in writing to be bound by all of the terms and conditions of this Agreement, (v) for paid License Types listed in Section 2, certifying that the Recipient has been notified that in order to receive support from EdiFabric for the Materials they must notify EdiFabric in writing of the transfer and provide EdiFabric with the information specified in subsection (ii) above along with the name and email address of the individual assigned to use the Materials, and (vi) providing Your email address so that EdiFabric may confirm receipt of Your letter. The above information can be emailed to your EdiFabric representative or to office@edifabric.com. The Materials will be permanently transferred to the Recipient once EdiFabric confirms receipt of Your request.

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5.2 **Taxes.** All payments will be made free and clear without deduction for any and all present and future taxes imposed by any taxing authority. In the event that You are prohibited by law from making such payments unless You deduct or withhold taxes therefrom and remit such taxes to the local taxing jurisdiction, then You will duly withhold and remit such taxes to the appropriate taxing authority and will pay to EdiFabric or its reseller its proportionate share of the remaining net amount after the taxes have been withheld. You will promptly furnish EdiFabric or its reseller with a copy of an official tax receipt or other appropriate evidence of any taxes imposed on payments made under this Agreement, including taxes on any additional amounts paid. In cases other than taxes referred to above, including but not limited to sales and use taxes, stamp taxes, value added taxes, property taxes and other taxes or duties imposed by any taxing authority on or with respect to this Agreement, the costs of such taxes or duties will be borne by You. In the event that such taxes or duties are legally imposed initially on EdiFabric or its reseller, or EdiFabric or its reseller is later assessed by any taxing authority, then EdiFabric or its reseller will be promptly reimbursed by You for such taxes or duties.

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8.2 No Support; Priority Support for Paid License Types. 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 Priority Support for paid License Types, which had purchased Priority Support as an addition to the Enterprise plan.

8.3 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 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.

9. LIMITATION OF LIABILITY.

9.1 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 9).

9.2 EdiFabric's total cumulative liability to You, including for direct damages for claims relating to this Agreement (whether for breach of contract, negligence, or for any other reason), will not exceed the sum paid to EdiFabric by You in the twelve (12) month period preceding the date such claim arose for the Materials that are the subject of and directly affected by such claim.

9.3 You acknowledge that the limitations of liability provided in this Section 9 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, alone or in combination with other items from You.

10. USER SUBMISSIONS. This Agreement does not obligate You to provide EdiFabric with materials, information, comments, suggestions or other communications regarding the Materials. However, You agree that any material, information, comments, suggestions or other communications You transmit or post to an EdiFabric website (including but not limited to, submissions to the Priority Support and/or other customer support websites or online portals) or provide to EdiFabric under

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Nothing in this Agreement will be construed as preventing EdiFabric from reviewing Your Communications and errors or defects in EdiFabric products discovered while reviewing Your Communications. Furthermore, nothing in this Agreement will be construed as preventing EdiFabric from implementing independently-developed enhancements to EdiFabric's own error diagnosis methodology to detect errors or defects in EdiFabric products discovered while reviewing Your Communications or to implement bug fixes or enhancements in EdiFabric products. The foregoing may include the right to include Your Communications in regression test suites.

11. **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 11 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.

12. **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. If You are using the Materials under a paid License Type with a limited Term, this Agreement terminates without notice on the last day of the Term. If you are using the Materials under a free License Type, the Term is perpetual. The Term for any Pre-Release Materials terminates upon release of a commercial version. EdiFabric may terminate this Agreement if You are in breach of any of its terms and conditions and such breach is not cured within thirty (30) days of written notice from EdiFabric. Upon termination, You will promptly destroy the Materials and all copies. In the event of termination of this Agreement, the license grant 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, 3.1(4)(d)(v), 3.2, 3.3 B(iii), 4.3, 5.2, 6, 7, 8, 9, 10, 11, 12 (with respect to these survival provisions in the last sentence), 13, and 14 will survive expiration or termination of this Agreement.

13. **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.

14. **GENERAL PROVISIONS.**

14.1 **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. This Agreement, including without limitation its termination, has no effect on any signed NDA between the parties, which remain in full force and effect as separate agreements to their terms. 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 (Version January 2021)"); except that EdiFabric may make changes to the Agreement as it distributes new versions of the Materials. When changes are made, EdiFabric will make a new version of the Agreement available on its website. 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.

- 14.2 **EXPORT.** You acknowledge that the Materials and all related technical information are subject to export controls and you agree to comply with all laws and regulations of the United States and other applicable governments governing export, re-export, import, transfer, distribution, and use of the Materials. In particular, but without limitation, the Materials may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to any person or entity listed on a denial order published by the U.S. government or any other applicable governments. By using the Materials, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Materials for, or sell or transfer them to a third party who is known or suspected to be involved in, any purposes prohibited by the U.S. government or other applicable governments, including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical or biological weapons.
- 14.3 **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.
- 14.4 **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.