Services Agreement

The following terms and conditions govern all use of the EdiFabric's brand EdiNation("EdiNation"), website, and all content, services, and products available at, or through, the EdiNation domain edination.com (the “Website”), including, but not limited to, the EdiNation Web EDI Translator, EdiNation Developer API and EdiNation In-House edition (collectively with the Website, the “Services”). The Services are offered subject to your acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules, policies, and procedures that may be published from time to time on this Website by EdiNation (collectively, the "Agreement").

If you are using the Services on behalf of a company or other entity, then “Customer” or “you” means that entity, and you are binding that entity to this Agreement. You represent and warrant that you have the legal power and authority to enter into this Agreement and that, if the Customer is an entity, this Agreement is entered into by an employee or agent with all necessary authority to bind that entity to this Agreement.

LAST UPDATED: JUNE 29, 2022 EFFECTIVE DATE: JUNE 29, 2022

Please read this Agreement carefully before accessing or using the Services. By accessing or using any part of the Website, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not access or use the Services. If these terms and conditions are considered an offer by EdiNation, acceptance is expressly limited to these terms. The Services are available only to individuals who are at least 18 years old.

1. Your EdiNation Account.

If an account is created for you (either by yourself or by EdiNation’s team), you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must immediately notify EdiNation of any unauthorized uses of your account or any other breaches of security.

EdiNation will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. You must be a human. Accounts registered by "bots" or other automated methods are not permitted. You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign-up process. You must not, in the use of the Services, violate any laws in your jurisdiction and in the United States (including but not limited to copyright or trademark laws). You must not create more than one account.

2. Payment and Renewal.

2.1 General Terms.
All paid services, such as Startup, Pro, Enterprise, and In-House, are available on the Services (any such services, a "Plan"). By selecting a Plan, you agree to pay EdiNation the monthly or annual subscription fees indicated for that Plan (additional payment terms are described below).

Payments will be charged on a prepaid basis on the day you sign up for a Plan and will cover the use of that Plan for a monthly or annual subscription period, as requested by you. Plan fees are non-refundable. To prevent fraud, we might temporarily disable your account after signing up to perform a manual verification.

If your use of the Plan exceeds the included API calls and incurs overage or otherwise requires the payment of additional fees (per the terms of the Plan), you shall be billed for such usage and you agree to pay the additional fees in the manner provided herein.

2.2 Automatic Renewal.
Unless you notify EdiNation before the end of the applicable subscription period that you want to cancel a Plan, your Plan subscription will automatically renew, and you authorize us to collect the then-applicable annual or monthly subscription fee for such a Plan (as well as any applicable taxes) using any credit card or other payment mechanism we have on record for you.

3. EdiNation.

3.1 Fees and payment.
By signing up for an EdiNation account, you agree to pay EdiNation the monthly or annual subscription fees published on the Website as of when you registered for the Services. Applicable fees will be invoiced starting from the day your paid account is established and in advance of using the paid Services. Your monthly or annual subscription will automatically renew unless you cancel it. EdiNation reserves the right to change the payment terms and fees upon thirty (30) days prior to written notice to you. Unless mentioned otherwise, the prices do not include taxes. EdiNation might change the amount charged for an ongoing subscription if we're required by law to collect new taxes.

3.2 Cancellations and Refunds.
EdiNation does not provide refunds to users who request cancellation of Services, regardless of the reason for the request. You may cancel your Plan at any time either via email to EdiNation or via the customer portal. If you cancel paid Services, the cancellation will take effect at the end of your current billing period. Thereafter, EdiNation will cease charging you for paid services and will disable your paid account.

3.3 Support.
Subject to the terms hereof, EdiNation will provide you with reasonable technical support services in accordance with the terms set forth in the support offered for the paid Plan.

3.4 Customer portal
The customer portal is available at https://support.edifabric.com/hc/en-us/articles/360007159031-Your-Account-API-key. It allows you to view your API key and manage your Plan and payment information.

3.5 Developer portal
The developer portal is available at https://edination.developer.azure-api.net. It allows you to monitor your usage of the Services and ensure you are within the specified limits in your Plan.

4. Developer API.

Any use of the EdiNation application programming interface (the “API”), including use of the API through a third-party product that accesses the Services, must comply with this Agreement including the following terms:

4.1 Damage and liability.
You expressly understand and agree that EdiNation shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to: damages for loss of profits, goodwill, use, data, or other intangible losses (even if EdiNation has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.

4.2 Rate limiting.
Abuse or excessively frequent requests to EdiNation via the API may result in the temporary or permanent suspension of your account's access to the API. EdiNation, in its sole discretion, will determine abuse or excessive usage of the API. EdiNation, in its sole discretion, may elect to warn the account owner prior to suspension.

4.3 Discontinuation.
EdiNation reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice, for any or no reason.

5. Marketing.

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

6. Copyright Infringement.

As EdiNation asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by EdiNation

violates your copyright, you are encouraged to notify EdiNation. EdiNation will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. EdiNation will terminate a visitor's access to and use of the Services if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of EdiNation or others.

7. Intellectual Property.

EdiNation does not transfer to you any EdiNation or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with EdiNation.
EdiNation, the EdiNation logo, and all other trademarks, service marks, graphics, and logos used in connection with EdiNation, or the Services are trademarks or registered trademarks of EdiNation or EdiNation’s licensors. Other trademarks, service marks, graphics, and logos used in connection with the Services may be the trademarks of other third parties.
Your use of the Services grants you no right or license to reproduce or otherwise use any EdiNation or third-party trademarks.

8. Use License.

Under this license you may not:

8.1 To build a similar or competitive service.

8.2 In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

8.3 For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

8.4 To send, knowingly receive, upload, download, use, or re-use any material that does not comply with this Agreement.

8.5 To impersonate or attempt to impersonate EdiNation, an EdiNation employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

8.6 To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm EdiNation or users of the Website or expose them to liability.

Additionally, you agree not to:

8.7 Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website.

8.8 Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without EdiNation's prior written consent.

8.9 Use any device, software, or routine that interferes with the proper working of the Website.

8.10 Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

8.11 Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

8.12 Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

8.13 Attempt to decompile or reverse engineer any software contained on the Website or API.

8.14 Otherwise attempt to interfere with the proper working of the Website. Your license to use the Services shall automatically terminate if you violate any of these prohibitions or restrictions and may be terminated by EdiNation at any time, in its sole Discretion.

8.15 To distribute (directly and through your distributors, resellers, and other channel partners, if applicable), the files you obtained as part of the in-house edition of EdiNation (trial or otherwise), namely: EdiFabric.dll, EdiFabric.nupkg, EdiFabric.Api.dll, and EdiFabric.Api.nupkg (collectively the "Materials").

8.16 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 Materials 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.

9. Changes.

EdiNation reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. EdiNation may also, in the future, offer new services and/or features through the Services (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

10. Termination.

Subject to earlier termination as provided below, this Agreement is for the paid Plan, and shall be automatically renewed for additional periods of the same duration as the Plan (collectively, the “Term”), unless either party requests termination at least one (1) day prior to the end of the then-current Term.
In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. You will pay in full for the Services up to and including the last day on which the Services are provided. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, Sections 7, 11, 12, and 14.

11. Disclaimer of Warranties.

The Services are provided “as is”. EdiNation and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement. Neither EdiNation nor its suppliers and licensors make any warranty that the Services will be error-free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through the Services at your own discretion and risk.

12. Limitation of Liability.

In no event will EdiNation, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability, or other legal or equitable theory for: (i) any special, incidental, or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to EdiNation under this Agreement during the twelve (12) month period prior to the cause of action. EdiNation shall have no liability for any failure or delay due to matters beyond or not within their reasonable control. The foregoing shall not apply to the extent prohibited by applicable

Law.

13. General Representation and Warranty.

You represent and warrant that (i) your use of the Services will be in strict accordance with the EdiNation Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or another governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the The United States or the country in which you reside) and (ii) your use of the Services will not infringe or misappropriate the intellectual property rights of any third party.

14. Indemnification.

You agree to indemnify and hold harmless EdiNation, 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 Services, including but not limited to your violation of this Agreement.

15. Governing Law.

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.

16. EdiNation In-House

EdiNation's In-House edition provides a downloadable version of the Developer API that can be installed/used at the premises/environments owned by You, subject to Your valid subscription with EdiNation or as otherwise explicitly agreed. All Materials, as described in 8.15 and 8.16, are subject to EdiFabric's terms and conditions available at:

https://www.edifabric.com/files/eula.pdf

One license allows up to two IP addresses to access the authentication API. More than two IP addresses require additional licenses.

17. Free Plan.

ALL FREE ACCOUNTS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND. FREE ACCOUNTS MAY BE SUSPENDED, TERMINATED, OR DISCONTINUED AT ANY TIME AND FOR ANY REASON (OR NO REASON). EDINATION DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT (INCLUDING LIABILITY OTHERWISE PROVIDED FOR UNDER SECTION 12 (LIMITATION OF LIABILITY) FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A FREE ACCOUNT, INCLUDING ANY OBLIGATION OR LIABILITY WITH RESPECT TO CUSTOMER DATA. ANY CONFIGURATIONS OR CUSTOMER DATA ENTERED INTO A FREE ACCOUNT, AND ANY CUSTOMIZATIONS MADE TO A FREE ACCOUNT BY OR FOR CUSTOMER, MAY BE PERMANENTLY LOST IF THE FREE ACCOUNT IS SUSPENDED, TERMINATED, OR DISCONTINUED. EDINATION’S INDEMNITY OBLIGATIONS UNDER SECTION 14 (INDEMNITY) DO NOT APPLY TO FREE ACCOUNTS.