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

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

1. **LICENSE DEFINITIONS.**

   A. "**Cloud Provider**" means a third-party cloud service provider offering a cloud-based platform, infrastructure, application, or storage services, such as Microsoft Azure or Amazon Web Services, which You may utilize solely subject to the restrictions set forth in Section 3.3 B.

   B. "**Computer**" means a computer, workstation, or server(s); as well as a container or virtual machine located on Your or Your Cloud Provider's server.

   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. "**Instance**" means a single running copy of the Materials on a Computer.

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

   H. "**Microsoft Platforms**" means any current and future Microsoft operating system products, Microsoft run-time technologies (such as the .NET Framework and .NET Core), and Microsoft application platforms (such as Microsoft Office or Microsoft Dynamics) that Microsoft offers.

   I. "**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 a pre-release, prototype, alpha or beta code and, as such, are deemed to be pre-release code, which may not be fully functional or tested and may contain bugs or errors, which EdiFabric may substantially modify in its development of a production version, and for which EdiFabric makes no assurances that it will ever develop or make generally available a production version. Pre-Release Materials are subject to the terms of Section 4.2.

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

   K. "**Reciprocal Open Source Software**" means any software that is subject to a license that requires that (a) it must be distributed in source code form; (b) it must be licensed under the same open-source license terms, and (c) 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.

   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. Redistributable files exclude EdiNation InHouse Files.

M. "**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 nor validated by EdiFabric and is provided purely as a programming example.

N. "**Source Code**" means the software portion of the Materials provided in human-readable format, such as all EDI templates.

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

P. "**Third Party Programs**" mean the files (if any) that may be included in the Materials for the applicable software.

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.

S. "**EdiNation InHouse Files**" are the files that are included in EdiNation's In-House edition. The version of EdiFabric for this edition is specific and is not part of the Redistributables. EdiNation InHouse Files are the following files:
EdiFabric.Api.dll
EdiFabric.Api.nupkg
EdiFabric.dll
EdiFabric.nupkg

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

2. **LICENSE TYPES.** You understand and agree that the following License Types described below are subject to Your continued compliance with the license grants in Section 3:

2.1 **Perpetual**. If You obtain the Materials under a perpetual license type (i.e., You received a confirmation email from EdiFabric stating that You had purchased the Enterprise plan), You may run as many Instances as needed for use by any number of concurrent users in as many environments as you like, as long as you are the owner of these environments, and subject to the compliance with all of the terms and conditions of this Agreement. Your license is perpetual and allows you to continue using the last version of the Materials you obtained, even after your updates and support plan had expired.

2.2 **Subscription.** If You obtain the Materials under a subscription license type (i.e., You received a confirmation email from EdiFabric stating that You had purchased the Yearly Subscription plan), You may run as many Instances as needed for use by any number of concurrent users in as many environments as you like, as long as you are the owner of these environments and subject to compliance with all of the terms and conditions of this Agreement. Your license is time-limited, and the term of Your license is specified on EdiFabric's website, in the applicable documentation, and is controlled by the serial key for the Materials. Upon expiration of the term, your serial key is also going to expire. Should You decide to renew Your subscription, subject to the renewal instructions on EdiFabric's website, and the payment of appropriate fees, You will be given a new serial key for

the new term. **Four years of uninterrupted payments qualify you for receiving a perpetual license**. Each renewal must be made using an email address from the same domain.

2.3 **Evaluation**. If You obtain the Materials under a standard license type (i.e., You received a confirmation email from EdiFabric stating that You had downloaded EdiFabric Trial and Examples), You may run as many Instances as needed for use by any number of concurrent users in as many environments as you like, as long as you are the owner of these environments, and subject to the compliance with all of the terms and conditions of this Agreement. **You may not distribute any portion of the Materials, and any application and/or product developed by You may only be used for evaluation purposes and only for the term of the evaluation.** Your license is time-limited and the term of Your license is specified on EdiFabric's website, in the applicable documentation, and is controlled by the serial key for the Materials.

3. **LICENSE GRANTS.**

3.1 **License to the Materials**.

Subject to the terms and conditions of this Agreement, EdiFabric grants You for the appropriate Term a non-exclusive, worldwide, non-assignable (except as expressly permitted hereunder), non-sublicensable, limited right and license for Your applicable License Type, under its copyrights, to:

(1) reproduce internally a reasonable number of copies of the Materials for Your personal or business use;

(2) use the Materials internally solely for Your personal or business use to develop Your Product, in accordance with the documentation or text files included as part of the Materials;

(3) modify or create Derivative Works of the Source Code;

(4) distribute (directly and through Your distributors, resellers, and other channel partners, if applicable), the Redistributables, including any modifications to or Derivative Works of the Source Code made pursuant to Section 3.1.(3), or any portions, subject to the following conditions:

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

(b) You will redistribute the Redistributables originally provided to You by EdiFabric only in Executable Code subject to a license agreement that prohibits disassembly and reverse engineering of the Redistributables, and subject to the serial key for the Materials is not provided in a human-readable format, e.g., the serial key is obfuscated and is embedded in Executable Code;

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

(d) You (i) will be solely responsible to Your customers for any update, support obligation or other liability which may arise from Your 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 written permission from EdiFabric, (iv) will comply with any additional restrictions which are included in the text files with the Redistributables and in Section 4 below, (v) 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 modifications, Derivative Works or Your distribution of Your Product;

3.2 **Third Party Programs and Other EdiFabric Programs Licenses**. Third-Party Programs, 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 Programs.

3.3 **Third-Party Use.**

A. If you are an entity, Your contractors may use the Materials as specified in Section 3, 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 of the Materials.

B. You may utilize a Cloud Provider to host the Materials for You, provided: (i) the Cloud Provider may only host the Materials for Your exclusive use and may not use the Materials for any other purpose whatsoever, including the restriction set forth in Section 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).

4.2 **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.

4.3 **Safety, Critical, and Lifesaving Applications.** The Materials may provide information relevant to safety-critical applications to allow compliance with functional safety standards or requirements ("**Safety-Critical Applications**"). **You understand and acknowledge 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 assure 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 lifesaving systems) ("**Lifesaving Applications**"), You agree to indemnify, defend, and hold EdiFabric and its representatives harmless against all claims, costs, damages, and expenses, including reasonable attorney fees arising in any way out of Your use of the Materials in Safety-Critical Applications or Lifesaving 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.

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

4.5 **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.

5. FEES; TAXES;REFUND.

5.1 **Fees**. Upon Your receipt of EdiFabric's or its reseller's invoice, You will pay EdiFabric or its reseller the license and support fees, if any, for the Materials in US dollars according to Your License Type

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.

5.3 **Refund**. Any refund request following the Materials purchase date will be subject to prior authorization by EdiFabric, and acceptance of such request shall be at the sole discretion of EdiFabric unless otherwise provided by applicable law. Please ensure that your 14-day evaluation is successful before purchasing a paid license or request an extension if you need more time. If the Materials show any defects or do not function properly, You may contact EdiFabric here: https://support.edifabric.com/

6. DATA COLLECTION AND PRIVACY.
6.1 **Data Collection.** Certain Materials may generate and collect anonymous data and/or provisioning

data about the Materials and/or the development environment and transmit the data to EdiFabric as a one-time event during installation. Optional data may also be collected by the Materials, however, You will be provided notice of the request to collect optional data and no optional data will be collected without Your consent. All data collection by EdiFabric is performed pursuant to relevant privacy laws, including notice and consent requirements.

6.2 **EdiFabric's Privacy Notice.** EdiFabric is committed to respecting Your privacy. To learn more about EdiFabric's privacy practices, please visit https://www.edifabric.com/files/privacypolicy.pdf.

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

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

8. **NO WARRANTY AND NO SUPPORT.**

8.1 **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 other liability.**

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 the exploitation of a security vulnerability, can be used to disrupt, damage, deactivate, disable, deny access to, surveil, gain unauthorized access to, or otherwise harm any network, systems, hardware, software, or data ("Malicious Code"). EdiFabric shall scan the Materials for Malicious Code prior to release using no less than industry-standard tools and best practices, including commercially available, up-to-date virus scanning and threat detection software and removal tools. EdiFabric shall notify You promptly upon discovering any Malicious Code, shall take all steps reasonably necessary to remove the Malicious Code and reverse any harmful effects, and shall provide You with all information and assistance reasonably requested by You in connection therewith.

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 this Agreement are not controlled by the International Traffic in Arms
Regulations (ITAR) or the Export Administration Regulation (EAR), and if related to the features, functions, performance, or use of the Materials are deemed non-confidential and non-proprietary ("**Communications**"). EdiFabric will have no obligations with respect to the Communications. You hereby grant to EdiFabric a non-exclusive, perpetual, irrevocable, royalty-free, copyright license to copy, modify, create Derivative Works, publicly display, disclose, distribute, license, and sublicense through multiple tiers of distribution and licensees, incorporate, and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein, including Derivative Works thereto, for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from an EdiFabric website or providing to EdiFabric any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law. 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.

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 are 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 are 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, acknowledgment, 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 the 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.