

## THE EDGE TERMS AND CONDITIONS

Last Updated: Jul 23, 2026

These Terms and Conditions (these “**Terms**”) govern Customer’s purchase, installation, and use of The Edge Software and related services provided by **Abbott Jewelry Systems, LLC**, doing business as **The Edge** (“**The Edge**”).

By signing an Order Form or otherwise installing or using The Edge Software, Customer agrees to these Terms.

Each Order Form, Statement of Work, or addendum that references these Terms is incorporated into and governed by these Terms. In the event of a conflict, the Order Form controls for its specific commercial terms, the Statement of Work controls for the Professional Services described therein, and these Terms control in all other respects.

### 1. Definitions

“**Customer**” means the customer identified in the applicable Order Form.

“**Customer Data**” means Customer’s customer, inventory, transaction, employee, store, business, and other data entered into or stored in The Edge Software by or on behalf of Customer. Customer Data does not include Usage Data.

“**Documentation**” means The Edge’s then-current user guides, training materials, release notes, help articles, knowledge base materials, and other documentation made available by The Edge for use with the Software.

“**Edge Data Transfer**” means The Edge’s proprietary data transfer utility and any similar tools or features provided by The Edge that enable the export, transmission, or transfer of Customer Data from the Software to external systems or third parties.

“**Edge Tools**” means Edge Data Transfer and any other software utilities, APIs, connectors, or tools provided by The Edge that facilitate the export, import, or transfer of data to or from the Software.

“**Effective Date**” means the effective date stated in the applicable Order Form.

“**Hosted Services**” means any cloud-based, hosted, or subscription-based features, modules, or services that The Edge may offer in the future as a complement to or replacement for the on-premise Software, as further described in the applicable Order Form.

“**Licensed Location**” means each Customer store location listed in the applicable Order Form.

“**Licensed Station**” or “**Station**” means a desktop computer or workstation where The Edge Software is installed and used, as further described in the applicable Order Form.

“**Order Form**” means an order form, quote, purchase document, or similar ordering document signed or accepted by Customer and The Edge that references these Terms.

**“Professional Services”** means conversion, migration, implementation, configuration, custom reporting, custom development, training, consulting, or other professional services provided by The Edge under a Statement of Work or other written agreement.

**“Service”** means the annual maintenance, support, updates, bug fixes, patches, EdgeUser / knowledge base access, included training entitlements, and continued license rights described in these Terms and the applicable Order Form.

**“Service Term”** means the initial one-year service period included with Customer’s purchase and each renewal service period purchased or renewed by Customer.

**“Software”** or **“The Edge Software”** means The Edge’s proprietary software product identified in the applicable Order Form, including updates, enhancements, bug fixes, patches, and related Documentation provided by The Edge.

**“Statement of Work”** or **“SOW”** means a written statement of work or similar document signed or accepted by Customer and The Edge that describes Professional Services.

**“The Edge IP”** means the Software, Documentation, Service, Usage Data, training materials, methodologies, know-how, templates, workflows, software tools, and any other technology, materials, or intellectual property provided or developed by The Edge. The Edge IP does not include Customer Data.

**“Usage Data”** means technical, diagnostic, usage, activity, performance, configuration, and analytics data relating to Customer’s use of the Software or Service, provided that Usage Data does not identify Customer or any individual unless otherwise permitted under these Terms.

## **2. Updates to These Terms**

The Edge may update these Terms from time to time by posting an updated version at [\[URL\]](#) or by providing notice to Customer. Updates become effective on the date stated in the updated Terms.

Customer’s continued use of The Edge Software or Service after the effective date of updated Terms constitutes acceptance of the updated Terms.

During an active Service Term, The Edge will not make updates that materially reduce Customer’s license rights or materially increase Customer’s fees for that Service Term, unless required by law, related to security or compliance, applicable to new features or services, or agreed by Customer. Updated Terms apply to any renewal Service Term unless Customer provides timely non-renewal notice.

## **3. Order Forms and Scope**

Customer may purchase licenses, Service, and Professional Services through Order Forms or Statements of Work.

Each Order Form will identify the applicable Customer, Licensed Locations, number of Licensed Stations, fees, payment terms, Service Term, and any special terms.

Customer may allow its affiliates, subsidiaries, or related entities to use the Software only if those entities and their applicable locations are identified in the applicable Order Form or otherwise approved in writing by The Edge. Customer is responsible for all use of the Software by those entities and their users.

The Edge may from time to time offer Hosted Services as a complement to or replacement for the on-premise Software. If Customer subscribes to Hosted Services, such services will be governed by these Terms and the applicable Order Form, and The Edge may publish additional terms specific to Hosted Services. References in these Terms to “Software” will include Hosted Services where the context permits, unless otherwise stated.

#### **4. License Grant**

Subject to Customer’s payment of all applicable fees and compliance with these Terms, The Edge grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the Software during the applicable Service Term solely:

- a. for Customer’s internal business operations;
- b. at the Licensed Locations stated in the applicable Order Form;
- c. on no more than the number of Licensed Stations stated in the applicable Order Form; and
- d. in accordance with these Terms, the applicable Order Form, and the Documentation.

Customer’s license includes the right to use the Documentation solely in connection with Customer’s authorized use of the Software.

Customer may not use the Software after expiration or termination of the applicable Service Term unless Customer has renewed the Service Term or entered into a new Order Form with The Edge.

#### **5. Mandatory Annual Service**

Customer’s initial license fee includes the first year of Service, unless otherwise stated in the applicable Order Form.

Active Service is a mandatory condition for continued use of the Software. Customer must maintain an active Service Term at all times. If Customer fails to renew the Service Term, Customer’s license to use the Software will automatically expire at the end of the then-current Service Term, and Customer must immediately cease all use of the Software.

For the avoidance of doubt, annual Service is not optional maintenance. It is a required subscription for continued access to and use of the Software. Failure to maintain active

Service constitutes expiration of Customer's license and loss of all rights to use the Software, including any perpetual license rights previously granted.

## **6. Licensed Stations and Locations**

Customer may install and use the Software only on the number of Licensed Stations and at the Licensed Locations listed in the applicable Order Form.

Customer may not use the Software for any unaffiliated store, related entity, franchise, affiliate, or other location not listed in the applicable Order Form unless The Edge agrees in writing.

Customer may add Stations or Licensed Locations only through a new Order Form, amendment, or written approval from The Edge. Additional Stations and Locations are subject to additional fees at The Edge's then-current pricing, prorated for the remainder of the then-current Service Term, and will co-terminate with that Service Term, unless otherwise stated in the applicable Order Form.

If a Licensed Station is replaced due to ordinary equipment replacement, loss, damage, or failure, Customer may install the Software on a replacement Station, provided that Customer removes the Software from the replaced Station and does not exceed the total number of Licensed Stations.

## **7. Customer Responsibilities**

Customer is responsible for:

- a. purchasing, maintaining, and securing all computers, workstations, servers, networks, internet connections, printers, scanners, cameras, tag machines, peripherals, and other hardware or equipment required to use the Software;
- b. maintaining a compatible operating environment, including Windows, Microsoft SQL, antivirus software, operating system updates, local network configuration, and other required third-party software;
- c. maintaining backups of Customer Data, unless The Edge has expressly agreed in writing to provide backup services;
- d. ensuring that Customer Data is accurate, complete, lawful, and properly authorized for use with the Software;
- e. ensuring that its employees, contractors, affiliates, and other users comply with these Terms;
- f. maintaining the confidentiality and security of any license keys, credentials, activation codes, or access information provided by The Edge; and
- g. obtaining all third-party rights, consents, licenses, and permissions required for Customer to use its data, systems, hardware, software, and third-party services with The Edge.

Customer is responsible for all activity occurring through Customer's systems, Stations, and credentials, whether or not authorized by Customer.

## **8. Use Restrictions**

Customer may not, and may not permit any third party to:

- a. copy the Software or Documentation, except as reasonably necessary for installation, backup, or disaster recovery purposes;
- b. install or use the Software on more than the number of Licensed Stations or outside the Licensed Locations stated in the applicable Order Form;
- c. use the Software for any unaffiliated store, related entity, franchise, affiliate, service bureau, timesharing, outsourcing, hosting, managed service, or third-party business purpose unless expressly authorized by The Edge in writing;
- d. rent, lease, lend, sell, resell, license, sublicense, distribute, assign, transfer, publish, or otherwise make the Software or Documentation available to any third party;
- e. reverse engineer, decompile, disassemble, decode, adapt, modify, translate, or attempt to discover the source code, object code, underlying structure, algorithms, or ideas of the Software;
- f. modify, create derivative works of, or make unauthorized improvements to the Software or Documentation;
- g. remove, alter, or obscure any proprietary notices, labels, or marks in the Software or Documentation;
- h. bypass, disable, or interfere with any license key, access control, security feature, usage limitation, or technical restriction in the Software;
- i. use the Software or any Edge Tools for competitive analysis, benchmarking, or to build or support a competing product or service;
- j. permit any third party to access or use the Software, Edge Tools, Documentation, The Edge IP, or data exported from the Software for competitive analysis, benchmarking, resale, commercialization, or other third-party monetization purposes, except with The Edge's prior written approval;
- k. use Edge Data Transfer or any other Edge Tools to export, transmit, or transfer Customer Data to any third party for competitive purposes, to enable a competing product or service, or for any purpose not directly related to Customer's own internal business operations, without The Edge's prior written approval;
- l. grant, facilitate, or permit any third party to access Customer Data through Edge Tools without The Edge's prior written authorization;

- m. use the Software in violation of applicable law;
- n. transmit, store, or process unlawful, infringing, harmful, or malicious data or code through the Software; or
- o. continue using the Software after expiration or termination of the applicable Service Term.

Nothing in this Section limits Customer's rights to export Customer Data through standard flat-file exports as described in Section 20 (Edge Data Transfer and Data Export Restrictions), or Customer's export rights under Section 27 (Effect of Expiration or Termination).

## **9. Service, Support, and Updates**

During an active Service Term, The Edge will provide Service as described in this Section.

Service includes:

- a. the continued right to use the Software during the applicable Service Term;
- b. commercially reasonable support for the Software;
- c. maintenance releases, updates, bug fixes, and patches made generally available by The Edge;
- d. access to EdgeUser, knowledge base resources, help articles, release notes, and other self-service support resources made generally available by The Edge; and
- e. included training entitlements described in these Terms or the applicable Order Form.

The Edge may provide support through phone, email, remote access tools, knowledge base resources, or other channels.

Support is provided during The Edge's standard business hours, excluding holidays. Emergency support may be available outside standard hours for critical production issues but is not guaranteed unless expressly agreed in writing.

Any support response times or service targets provided by The Edge are targets only and are not binding service levels. The Edge does not provide service credits for failure to meet support targets.

The Edge may require Customer to provide reasonable cooperation, information, remote access, logs, or other materials necessary to diagnose or resolve a support request.

The Edge is not responsible for delays in support caused by Customer's failure to provide timely cooperation or access.

## **10. Supported Versions**

Customer must remain current on Software versions to receive support.

Unless The Edge states otherwise in writing, The Edge supports only the then-current major version and the immediately prior major version of the Software.

The Edge may require Customer to install updates or new versions as a condition to receiving support, particularly where an issue has been resolved in a newer version or where an update is needed for security or compatibility.

The Edge is not required to support unsupported versions, modified versions, or versions used outside the scope of these Terms.

## **11. Training**

Customer's initial purchase includes access to The Edge 101 training series and three (3) training vouchers, unless otherwise stated in the applicable Order Form.

Training vouchers may be used for The Edge 102 training or other eligible training sessions offered by The Edge. Training vouchers do not expire.

Training vouchers have no cash value, may not be redeemed for cash, and may not be transferred outside Customer's organization without The Edge's written approval.

Training is subject to scheduling availability and The Edge's then-current training procedures.

Additional training may be available for additional fees as quoted by The Edge. Unless otherwise stated in writing, on-site training, travel expenses, custom training, and training beyond Customer's included entitlement are not included in the license fee or annual Service fee.

## **12. Excluded Services**

Unless expressly included in an Order Form or Statement of Work, Service does not include:

- a. custom reports;
- b. custom development;
- c. data conversion, migration, cleanup, deduplication, or validation;
- d. hardware troubleshooting, repair, setup, procurement, or replacement;
- e. support for networks, internet connections, routers, firewalls, VPNs, servers, computers, workstations, operating systems, Microsoft SQL, antivirus software, printers, scanners, cameras, tag machines, or other peripherals, except for limited assistance directly related to The Edge setup;

- f. support for third-party software, integrations, platforms, processors, payment providers, CRM tools, ecommerce tools, accounting systems, or other third-party products;
- g. training beyond Customer's included training entitlement;
- h. on-site support;
- i. travel time or travel expenses;
- j. support required because Customer has modified the Software or used it outside the Documentation;
- k. support required because Customer is using an unsupported version or unsupported operating environment;
- l. correction of issues caused by Customer Data, Customer systems, third-party systems, or Customer's failure to follow Documentation or reasonable instructions from The Edge; or
- m. services not expressly included in these Terms, the applicable Order Form, or an applicable Statement of Work.

Excluded services may be available at The Edge's discretion for additional fees.

### **13. Professional Services**

The Edge will provide Professional Services only as described in a signed Statement of Work, Order Form, or other written agreement.

Professional Services may include conversion, migration, implementation, configuration, consulting, custom reporting, custom development, or training.

Customer will provide timely cooperation, access, data, and approvals reasonably required for The Edge to perform Professional Services.

Conversion services depend on Customer providing complete and accurate source data and cooperation. Conversion scope, fees, deliverables, and timelines will be stated in the applicable Statement of Work.

Unless otherwise stated in a Statement of Work, all work product, tools, scripts, and materials created by The Edge in connection with Professional Services are The Edge IP. Customer may use such materials only in connection with Customer's authorized use of the Software.

### **14. Fees, Payment, and Taxes**

Customer will pay all fees stated in the applicable Order Form or Statement of Work.

Unless otherwise stated in the applicable Order Form:

- a. invoices are due within thirty (30) days of the invoice date;

- b. fees are payable in U.S. dollars;
- c. fees are non-refundable;
- d. Customer will pay by ACH unless The Edge approves another payment method in writing;
- e. if The Edge approves payment by credit card, The Edge may charge a 3% processing fee; and
- f. fees begin on the Effective Date and are not dependent on installation, go-live, usage, or acceptance.

If Customer fails to pay undisputed amounts when due, The Edge may charge interest at 1.5% per month, or the maximum amount permitted by law, whichever is lower. Customer will reimburse The Edge for reasonable costs of collection, including attorneys' fees, collection agency fees, and court costs.

Amounts are deemed undisputed unless Customer notifies The Edge in writing of a good faith dispute within ten (10) days after the applicable invoice due date.

Fees are exclusive of taxes. Customer is responsible for all sales, use, excise, value-added, withholding, and similar taxes, duties, and charges imposed on amounts payable under these Terms, except taxes based on The Edge's income.

## **15. Auto-Renewal**

The initial Service Term begins on the Effective Date and continues for one (1) year unless otherwise stated in the applicable Order Form.

After the initial Service Term, the Service Term will automatically renew for successive one-year renewal terms unless either party gives written notice of non-renewal at least sixty (60) days before the end of the then-current Service Term.

Unless otherwise stated in the applicable Order Form, The Edge may increase the annual Service fee for each renewal term by up to five percent (5%).

## **16. Suspension**

The Edge may suspend Customer's access to Service, support, updates, license activation, or other benefits if:

- a. Customer fails to pay undisputed fees when due;
- b. Customer exceeds the licensed scope stated in the applicable Order Form;
- c. Customer shares licenses, uses unauthorized Stations, or uses the Software for unauthorized locations or entities;
- d. Customer violates the use restrictions in these Terms;

- e. Customer misuses Edge Data Transfer or other Edge Tools in violation of these Terms;
- f. Customer's use creates a security, legal, operational, or technical risk;
- g. Customer uses the Software for illegal or fraudulent purposes;
- h. Customer does not renew the required Service Term; or
- i. suspension is otherwise reasonably necessary to protect The Edge, the Software, other customers, or third parties.

The Edge will use commercially reasonable efforts to provide notice before suspension when practical. The Edge will have no liability for suspension in accordance with these Terms.

Suspension does not relieve Customer of its payment obligations.

## **17. Ownership and Intellectual Property**

The Edge owns all right, title, and interest in and to The Edge IP, including all intellectual property rights. Except for the limited license expressly granted in these Terms, Customer receives no ownership interest or other rights in The Edge IP.

Customer owns all right, title, and interest in Customer Data. Customer grants The Edge a non-exclusive, worldwide, royalty-free license to access, use, process, and transmit Customer Data as reasonably necessary to provide the Software, Service, Professional Services, and support.

The Edge may use Usage Data for any lawful business purpose, including to provide, maintain, secure, support, analyze, and improve its products and services.

The Edge may create and use aggregated, anonymized, or de-identified data derived from Customer Data or Usage Data for analytics, benchmarking, product improvement, and other business purposes, provided that such data does not identify Customer or any individual.

If Customer provides suggestions, enhancement requests, or other feedback about The Edge IP, The Edge may use that feedback without restriction or obligation to Customer.

## **18. Data Security and Privacy**

The Edge will use commercially reasonable administrative, technical, and physical safeguards to protect Customer Data that The Edge accesses or processes under these Terms.

The Software is installed on Customer-controlled systems. Customer is responsible for the security, backup, and protection of Customer Data stored locally, unless The Edge has agreed in writing to provide hosted or backup services.

Customer is responsible for complying with all laws applicable to Customer Data, including privacy, consumer protection, and data security laws.

The Edge may access Customer systems or Customer Data to provide support, updates, or other services under these Terms.

## **19. Third-Party Products and Integrations**

The Software may interoperate with or enable access to third-party products, services, integrations, hardware, or platforms.

Third-party products are governed by their own terms. The Edge is not responsible for third-party products, services, data, downtime, errors, or performance.

Customer is responsible for obtaining and maintaining all third-party products and services required for Customer's desired use of the Software.

Customer may not permit any third-party product, service, or provider to access or use the Software, Edge Tools, Documentation, The Edge IP, or data exported from the Software for competitive analysis, benchmarking, resale, commercialization, or other third-party monetization purposes, except with The Edge's prior written approval.

The Edge may provide limited support for setup of certain third-party integrations if expressly included in Service or a Statement of Work, but is not responsible for supporting the third-party product itself.

## **20. Edge Data Transfer and Data Export Restrictions**

The Edge provides Edge Data Transfer and other Edge Tools solely to enable Customer to transfer Customer Data for Customer's own legitimate internal business purposes or to The Edge's authorized integration partners. Nothing in this Section restricts Customer from exporting Customer Data through standard flat-file exports (e.g., CSV, spreadsheet, or similar manual exports) for Customer's own internal use, and such standard flat-file exports are not subject to the restrictions in subsections (a) through (d) below, which apply only to Customer's use of Edge Data Transfer and other Edge Tools.

Customer may not use Edge Data Transfer or any other Edge Tools to:

- a. export, transmit, or transfer Customer Data to any third party that competes with The Edge or offers products or services that are substantially similar to or competitive with the Software;
- b. export Customer Data for the purpose of benchmarking, competitive analysis, or commercialization by any third party;
- c. facilitate or permit any third party's access to Customer Data through Edge Tools without The Edge's prior written authorization; or
- d. transfer Customer Data to any third party for any purpose unrelated to Customer's own internal business operations without The Edge's prior written approval.

Customer acknowledges that unauthorized or prohibited use of Edge Data Transfer or other Edge Tools constitutes a material breach of these Terms and may result in

immediate suspension of Customer's access to Edge Tools, Service, or the Software, or termination of the applicable Order Form.

The Edge reserves the right to monitor usage of Edge Tools and to disable or restrict access to Edge Data Transfer or other Edge Tools if The Edge reasonably believes that Customer or a third party is using such tools in violation of these Terms.

## **21. Confidentiality**

Each party may receive confidential or proprietary information from the other party. "**Confidential Information**" means information that is marked confidential or that a reasonable person would understand to be confidential based on its nature or the circumstances of disclosure.

Confidential Information does not include information that: (1) is or becomes public without breach of these Terms; (2) was known to the receiving party without confidentiality obligations before disclosure; (3) is received from a third party without confidentiality obligations; or (4) is independently developed without use of the disclosing party's Confidential Information.

The receiving party will use the disclosing party's Confidential Information only to perform or exercise rights under these Terms, will protect it using at least reasonable care, and will not disclose it except to employees, contractors, advisors, or representatives with a need to know who are subject to confidentiality obligations.

A party may disclose Confidential Information if required by law, court order, or government authority, provided that the party gives notice when legally permitted and cooperates to seek confidential treatment.

Confidentiality obligations continue for three (3) years after disclosure. Confidentiality obligations for trade secrets continue for as long as the information remains a trade secret under applicable law.

## **22. Publicity**

The Edge may identify Customer as a customer and may use Customer's name and logo in customer lists, websites, presentations, marketing materials, and similar materials.

Customer may opt out of this publicity right by providing written notice to The Edge.

Neither party may issue a press release about these Terms or the applicable Order Form without the other party's prior written approval.

## **23. Warranties and Disclaimers**

Each party represents that it has the authority to enter into these Terms and any applicable Order Form or Statement of Work.

Except as expressly stated in these Terms, the Software, Service, Documentation, and Professional Services are provided “as is” and “as available” to the maximum extent permitted by law.

The Edge disclaims all warranties, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, uninterrupted or error-free operation, and accuracy.

The Edge does not warrant that the Software will meet Customer’s requirements, operate without interruption, be error-free, or achieve any particular result.

Customer is responsible for determining whether the Software is suitable for Customer’s business and operating environment.

## **24. Indemnification**

The Edge will defend Customer against any third-party claim alleging that Customer’s authorized use of the Software in accordance with these Terms infringes a United States patent, copyright, trademark, or trade secret, and The Edge will pay damages finally awarded by a court or agreed in settlement by The Edge.

The Edge’s indemnity obligations do not apply to claims arising from:

- a. Customer Data;
- b. Customer’s systems, hardware, third-party products, or third-party services;
- c. use of the Software outside the scope of these Terms;
- d. modifications not made by The Edge;
- e. use of the Software in combination with items not provided by The Edge;
- f. Customer’s failure to use an update, patch, or replacement provided by The Edge; or
- g. Customer’s breach of these Terms.

If an infringement claim is made or appears likely, The Edge may, at its option: (1) obtain the right for Customer to continue using the affected Software; (2) modify or replace the affected Software to make it non-infringing; or (3) terminate the affected license and refund prepaid, unused fees for the remainder of the Service Term. This Section states Customer’s sole remedy and The Edge’s sole liability for infringement claims.

Customer will defend The Edge against any third-party claim arising from Customer Data, Customer’s unauthorized use of the Software, Customer’s breach of these Terms, or Customer’s violation of applicable law, and Customer will pay damages finally awarded by a court or agreed in settlement by Customer.

The indemnified party must promptly notify the indemnifying party of the claim, reasonably cooperate in the defense, and allow the indemnifying party to control the

defense and settlement. The indemnifying party may not settle a claim in a manner that admits fault by the indemnified party or imposes non-monetary obligations on the indemnified party without prior written consent.

## **25. Limitation of Liability**

To the maximum extent permitted by law, neither party will be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profits, lost revenue, loss of data, or business interruption, even if advised of the possibility of such damages.

Except as set forth below, each party's total aggregate liability under these Terms will not exceed the fees paid by Customer under the applicable Order Form during the twelve (12) months preceding the event giving rise to the claim.

The liability cap does not limit:

- a. Customer's payment obligations;
- b. either party's liability for gross negligence, willful misconduct, or fraud;
- c. either party's breach of confidentiality obligations;
- d. Customer's violation of The Edge's intellectual property rights or license restrictions; or
- e. indemnification obligations, except that The Edge's total liability for IP indemnification will not exceed three (3) times the fees paid by Customer to The Edge under the applicable Order Form during the twelve (12) months immediately preceding the event giving rise to the claim.

## **26. Term and Termination**

These Terms begin applying to Customer on the Effective Date of the applicable Order Form or, if earlier, when Customer installs, accesses, or uses the Software or Service.

These Terms continue until all Order Forms and Service Terms have expired or been terminated.

Either party may terminate an applicable Order Form if the other party materially breaches these Terms and does not cure the breach within thirty (30) days after receiving written notice.

The Edge may terminate an applicable Order Form or Customer's right to use the Software immediately upon written notice if Customer:

- a. fails to pay undisputed amounts when due and does not cure within ten (10) days after notice;
- b. breaches the license scope or use restrictions;
- c. infringes or misappropriates The Edge IP;

- d. uses the Software for illegal or fraudulent purposes;
- e. creates a security, legal, operational, or technical risk;
- f. fails to renew required Service; or
- g. becomes insolvent, enters bankruptcy, makes an assignment for the benefit of creditors, or ceases doing business.

Customer may not terminate an Order Form or Service Term for convenience unless the applicable Order Form expressly allows it. If termination for convenience is expressly allowed, Customer remains responsible for all fees due through the end of the then-current Service Term unless the Order Form states otherwise.

## **27. Effect of Expiration or Termination**

Upon expiration or termination of the applicable Service Term or license, Customer must immediately stop using the Software and Documentation and uninstall, delete, return, or destroy all copies in Customer's possession or control.

Customer may export Customer Data via standard export functionality prior to the effective date of expiration or termination. For Hosted Services, provided Customer is current on all payment obligations, The Edge will make Customer Data available for export by Customer for thirty (30) days following the effective date of expiration or termination, via standard export functionality in a CSV file or other commercially reasonable format. After such thirty (30) day period, The Edge will have no obligation to maintain or provide access to Customer Data and may delete it in accordance with these Terms.

Upon The Edge's request, Customer will certify in writing that it has complied with this Section.

Expiration or termination does not relieve Customer of any payment obligations incurred before expiration or termination. Fees are non-refundable except as expressly stated in these Terms.

Sections intended by their nature to survive will survive expiration or termination, including payment obligations, use restrictions, ownership, confidentiality, data rights, disclaimers, indemnification, limitation of liability, and miscellaneous provisions.

## **28. Non-Solicitation**

During the applicable Service Term and for twelve (12) months after expiration or termination of the applicable Order Form, neither party will knowingly solicit for employment any employee of the other party who was directly involved in performing or receiving services under these Terms.

This restriction does not apply to: (1) general solicitations not targeted at the other party's employees; (2) employees who respond to general advertisements or recruiting

efforts; (3) employees who contact the hiring party without solicitation; or (4) employees whose employment ended before the solicitation.

## **29. Notices**

Notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified or registered mail, or email with confirmation of transmission.

Notices to Customer will be sent to the address or email stated in the applicable Order Form.

Notices to The Edge will be sent to the notice address or email designated by The Edge from time to time.

Notices are effective upon receipt, except email notices are effective when sent if no bounce-back or delivery failure message is received.

## **30. Assignment**

Customer may not assign or transfer these Terms or any Order Form without The Edge's prior written consent.

The Edge may assign these Terms or any Order Form without Customer's consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, financing, sale of equity, or sale of all or substantially all of its assets.

Any attempted assignment in violation of this Section is void.

These Terms bind and benefit the parties and their permitted successors and assigns.

## **31. Export and Compliance**

Customer will comply with all applicable laws relating to its use of the Software, including export control, sanctions, privacy, and data security laws.

Customer may not export, re-export, or provide access to the Software in violation of applicable export control or sanctions laws.

## **32. U.S. Government Rights**

The Software and Documentation are commercial computer software and commercial computer software documentation. If Customer is a U.S. government entity or contractor, Customer receives only the rights granted to all other customers under these Terms.

## **33. Force Majeure**

Neither party will be liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including acts of God, natural disasters, war, labor disputes, internet or utility failures, government action, or failures of third-party systems.

## **34. Relationship of the Parties**

The parties are independent contractors. These Terms do not create a partnership, joint venture, agency, fiduciary, employment, or franchise relationship.

### **35. Governing Law and Venue**

These Terms are governed by the laws of the State of Delaware, without regard to conflict of law rules.

Any legal action arising out of or relating to these Terms must be brought in the state or federal courts located in Delaware, and each party consents to the jurisdiction and venue of those courts.

### **36. Entire Agreement; Order of Precedence**

These Terms, the applicable Order Form, any applicable Statement of Work, and any documents incorporated by reference constitute the entire agreement between the parties regarding their subject matter and supersede all prior agreements, proposals, and understandings.

If there is a conflict among documents, the following order of precedence applies:

- a. the applicable Order Form;
- b. any applicable Statement of Work, solely for the Professional Services described in that Statement of Work;
- c. these Terms; and
- d. Documentation or other referenced policies.

### **37. Miscellaneous**

No waiver is effective unless in writing and signed by the waiving party. Failure to enforce a provision is not a waiver.

If any provision is held invalid or unenforceable, the remaining provisions will remain in effect, and the parties will replace the invalid provision with an enforceable provision that most closely reflects the original intent.

Headings are for convenience only and do not affect interpretation.

The word “including” means “including without limitation.”

Electronic signatures and copies are valid and binding.