

PayFabric

For Microsoft Dynamics 365 Business Central
End User License Agreement

June, 2019

PayFabric[®]

End User License Agreement (EULA)

Important – Read Carefully. This Nodus End-User License Agreement (“Agreement”) is a legal agreement between you (“End-User”) (on the one hand) and Nodus Technologies, Inc. (“Nodus”) and its OEM partner(s) (“OEM”) (on the other hand), for the software product identified above, which includes computer software and may include associated media, printed materials, and online or electronic documentation (the “Product”). By installing, copying, or otherwise using this Product, you agree to be bound by the terms of this Agreement. If you, the End-User, do not agree to the terms of this Agreement, do not install or use this Product; you may, however, return it to your place of purchase for a refund or credit.

This license is not a sale. Title and copyrights to the Product remain with Nodus and its OEM partner(s). Unauthorized copying of the data, or failure to comply with the provisions of this License Agreement, will result in automatic termination of this license and Nodus and its OEM partner(s) may use any other legal remedies available to it. IN THE EVENT OF LICENSE TERMINATION, ALL MATERIALS, DATABASES, AND DOCUMENTATION MUST BE IMMEDIATELY RETURNED TO NODUS TECHNOLOGIES, INC. AT THE ADDRESS LISTED AT THE END OF THIS AGREEMENT.

1. End-User represents and warrants that it is authorized and empowered to enter into this Agreement. Nodus represents and warrants that it is authorized and empowered to grant the rights hereinafter set forth.
2. Nodus and its OEM Partner(s) hereby grant End-User a non-exclusive, non-transferable right to use the Product, subject to the use restrictions and limitations set forth below.
3. Nodus shall provide End-User with one (1) machine-readable copy of the Product. This license authorizes use of the Product at a single location, which shall mean a single location which uses or accesses the Product either from a computer or terminal on site or through a computer or terminal at a supporting location.
4. End-User acknowledges that the Product is confidential, proprietary material owned and copyrighted by Nodus. End-User agrees that Nodus and its OEM partner(s) shall retain exclusive ownership of the Product, including all literary property rights, patents, copyrights, trademarks, trade secrets, trade names, or service marks, including goodwill and that Nodus may enforce such rights directly against End-User in the event the terms of this Agreement are violated.
5. The Product is intended for use solely by End-User for their own internal purposes as an alternative electronic information source of data. The Product may only be used at the location(s) licensed and paid for by End-User to the Nodus. End-User agrees not to copy, modify, sub-license, assign, transfer or resell the Product, in whole or in part. End-User agrees not to translate, reverse engineer, decompile, disassemble, or make any attempt to discover the source code of the Product (except and only to the extent applicable law prohibits such restrictions). End-User further agrees not to download/upload the Product, in whole or in part, or to establish a network, place data on the Internet or otherwise publish, or offer a service bureau utilizing the Product. End-User agrees to restrict access to the Product to designated employees and to use its best efforts to prevent violation of these restrictions by agents, employees and others, taking such steps and reasonable security precautions as may be necessary. End-User shall permit Nodus and/or its representative access to its premises during normal business hours to verify compliance with the provisions of this Agreement.
6. Without prejudice to any other rights, Nodus may terminate this Agreement if End-User does not abide by the terms and conditions of this Agreement. Upon termination of this Agreement, all licenses and rights to use the Product shall immediately terminate and End-User shall immediately cease any and all use of the Product. Within thirty (30) days after termination of the Agreement, End-User shall return to Nodus, postage prepaid, all copies of the Product.

In the event that the End-User fails to pay the periodic maintenance fee, unless such periodic maintenance fee is waived in writing by Nodus, then Nodus shall no longer be obligated to provide any services or support to End-User nor shall Nodus be obligated to provide any additional upgrades or updates for such Product or any other service or Product. Nodus reserves the right to discontinue any services provided to End-User or made available to End-User through the use of the Product.

7. All UPDATES provided by Nodus and its affiliates shall be considered part of the Product and subject to the terms and conditions of this Agreement. Additional license terms may accompany UPDATES. By installing, copying, or otherwise using any UPDATE, End-User agrees to be bound by this Agreement and any terms accompanying each such UPDATE. If End-User does not agree to the additional license terms accompanying such UPDATES, do not install, copy, or otherwise use such UPDATES.

8. End-User agrees that Nodus and its affiliates may collect and use information End-User provides as a part of support services, problem resolution or technical improvements or developments in connection with the Product.

9. End-User acknowledges that the Product is of U.S. origin and agrees to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

10. NODUS REPRESENTS THAT THE PRODUCT DOES NOT VIOLATE OR INFRINGE ANY PATENT, TRADEMARK, TRADE SECRET, COPYRIGHT, OR SIMILAR RIGHT. IN THE EVENT THE PRODUCT IS HELD TO INFRINGE THE RIGHTS OF ANY THIRD PARTY, NODUS SHALL HAVE THE OPTION EITHER TO PROCURE THE RIGHT FOR THE END-USER TO CONTINUE USING THE PRODUCT OR AT NODUS'S EXPENSE, TO REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT. NODUS AND ITS OEM PARTNER(S) MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY OF THE PRODUCT OR THE MERCHANTABILITY AND FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE. FURTHER, NODUS DOES NOT WARRANT THE COMPATIBILITY OF THE PRODUCT WITH END-USER'S COMPUTER HARDWARE AND/OR SOFTWARE SYSTEM.

11. End-User's sole and exclusive remedy for any damage or loss in any way connected with the Product furnished herein, whether by breach of warranty, negligence, or any breach of any other duty, shall be, at Nodus' option, replacement of the Product or return or credit of an appropriate portion of any payment made by End-User with respect to such Product. Under no circumstances shall Nodus or its OEM Partner(s) be liable to End-User or any other person for any indirect, incidental, special or consequential damages of any kind, however, caused and regardless of theory of liability, including, without limitation, for lost profits, loss of data, loss of goodwill, business interruption, computer failure or malfunction or any and all other commercial damages or losses. This limitation will apply even if Nodus has been advised of the possibility of such damage. Some jurisdictions do not allow the exclusion of a limitation of indirect, incidental, special or consequential damages, so the above exclusion may not apply to such End-Users. In such event, Nodus' total liability to End-User for all damages shall be limited to the amount of fifty dollars (\$50.00).

12. Nodus may cancel this license at any time if End-User fails to comply with the terms and conditions of this Agreement; and Nodus may obtain injunctive relief and may enforce any other rights and remedies to which it may be entitled in order to protect and preserve its proprietary rights.

13. This Agreement is the complete and exclusive statement of the understanding between the parties, with respect to the subject matter, superseding all other agreements, representations, communications, advertisements, statements and proposals, oral or written.

14. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a

consent to, waiver of, or excuse for any other different or subsequent breach.

General

The internal laws of the State of California shall govern this Agreement. If any provision of the Agreement is held invalid, the remainder of the Agreement shall continue in full force and effect. If you have any questions, please contact in writing: **Nodus Technologies, Inc., 1900 S. State College Blvd., Suite 525, Anaheim, CA 92806, Tel: (909) 482-4701**

[Return to Top](#)

Copyright Information

Copyright © 2008-2019 Nodus Technologies, Inc. All rights reserved. - Copyright © 1990-2016 BV Software. All rights reserved. Your right to copy this documentation is limited by copyright law and the terms of the software license agreement. As the software licensee, you may make a reasonable number of copies or printouts for your own use. Making unauthorized copies, adaptations, compilations, or derivative works for commercial distribution is prohibited and constitutes a punishable violation of the law.

Trademarks PayFabric Receivables, Nodus PayLink, PayFabric, CRM Charge, eStore Solution Stack, Scheduled Payments, ePay Advantage, Credit Card Advantage, eStore Advantage, and Retail Advantage are either registered trademarks or trademarks of Nodus Technologies, Inc. in the United States.

The names of actual companies and products mentioned herein may be trademarks or registered marks - in the United States and/or other countries - of their respective owners.

The names of companies, products, people, and/or data used in window illustrations and sample output are fictitious and are in no way intended to represent any real individual, company, product, or event, unless otherwise noted.

Warranty Disclaimer Nodus technologies, Inc. disclaim any warranty regarding the sample code contained in this documentation, including the warranties of merchantability and fitness for a particular purpose.

Limitation of Liability The content of this manual is furnished for informational use only, is subject to change without notice, and should not be construed as a commitment by Nodus Technologies, Inc. Nodus Technologies, Inc. assumes no responsibility or liability for any errors or inaccuracies that may appear in this manual. Neither Nodus Technologies, Inc. nor anyone else who has been involved in the creation, production or delivery of this documentation shall be liable for any indirect, incidental, special, exemplary or consequential damages, including but not limited to any loss of anticipated profit or benefits, resulting from the use of this documentation or sample code.

License agreement Use of this product is covered by a license agreement provided with the software product. If you have any questions, please call Nodus Technologies Support at 909-482-4701