

Eracent End User License Agreement (EULA) and Privacy Policy applicable to IT Pedia

Version: 2.0 - Last Updated: July 16, 2025

THIS END USER LICENSE AGREEMENT GOVERNS THE USE OF THE SERVICE. BY SUBSCRIBING TO, INSTALLING, ACCESSING, OR USING THE SERVICE IN ANY MANNER, COMPANY ACKNOWLEDGES THAT IT AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, WITHOUT EXCEPTION OR RESERVATION. IF COMPANY DOES NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT IN THEIR ENTIRETY, IT IS NOT AUTHORIZED TO ACCESS OR USE THE SERVICE AND MUST IMMEDIATELY CEASE ANY SUCH ACTIVITY.

1. Definitions

"API" means the application programming interface endpoints, SDKs, and related documentation that expose IT-Pedia functionality programmatically.

"API Key" means the unique credential issued to User to authenticate API calls.

"Catalog" means the proprietary taxonomy, algorithms, and curated content accessible via the Service.

"Client" means any company which have purchased or used IT-Pedia.

"CMDB" means configuration management database.

"Company" means Eracent, Inc., owner of the IT-Pedia™ platform.

"Enriched Data" means the output produced by the Service's normalization and enrichment processes.

"Knowledgebase" means the curated IT Pedia content repository that includes standardized product data, taxonomy, and enrichment details, provided for reference and use within the Service.

"Normalized" means User Data that the Service has transformed to conform to Company's proprietary normalization schema (e.g., standardized vendor, product, and version attributes).

"SDK" means software development kit.

"Service" means the IT-Pedia™ data normalization and enrichment platform, including its user interface, APIs, and associated documentation.

"User" means any individual that accesses or uses the Service under a valid license on behalf of a Client.

"User Data" means all data uploaded by User to the Service.

"User Interface" or "UI" means the web-based interface through which the Service is accessed.

2. License to use the Service

2.1. License. Company grants Client a non-exclusive, non-transferable license to access and use the Service solely for internal business purposes in accordance with this EULA. Redistribution or external use requires Company's prior written consent. Company retains all rights, title, and interest in the Service, Knowledgebase, algorithms, software, and documentation.

Client shall not: 1) Modify, reverse engineer, decompile, or disassemble the Service; 2) Extract source code, data models, or proprietary content; 3) Use the Service or its outputs to offer data enrichment to third parties; 4) Share login credentials or permit unauthorized access; 5) Incorporate the knowledgebase into third-party tools or derivative products without approval.

2.2. Use of normalized and enriched output normalized and Enriched Data may be integrated into internal asset management systems, CMDBs, reporting tools, and dashboards for internal use only. Public or commercial redistribution is prohibited without Company's express permission.

2.3. Access to Proprietary Catalog.

Permitted Use. View and query the Catalog via the Service UI for internal reference.

Prohibited Use. Downloading, exporting, scraping, or mining the Catalog in part or whole; training external AI (Artificial Intelligence) or data models on Catalog content; Sharing Catalog content with competitors or third parties without approval.

2.4. API access and use

Authentication & keys: User must secure and not share their API Key; compromised keys must be revoked and rotated immediately.

Rate Limits & Quotas. API calls are subject to the rate limits and quotas defined in the applicable SLA or API documentation. Exceeding limits may result in throttling or suspension.

Permitted Uses. Calls may only access User Data and Enriched Data belonging to the calling account; API results can be integrated into internal systems consistent with Section 5 (Use of enriched output).

Prohibited Uses. No bulk scraping, harvesting, or redistribution of Knowledgebase content via the API; No reverse engineering of API responses or underlying models; No embedding in publicly facing applications without written permission.

Security & Monitoring. Company may log API usage for security, auditing, and performance monitoring; Company reserves the right to suspend keys for abuse or security incidents.

2.5. Anti-Scraping and Competitor Restrictions. Automated access (bots, scripts) is prohibited. Abuse or scraping behavior may result in immediate suspension or legal action. Competitors require explicit written authorization to use the Service.

3. Indemnification

User agrees to indemnify, defend, and hold Company harmless from any third-party claims arising out of User's breach of this EULA, unauthorized use of the Service, or violation of law.

4. Limitation of Liability

To the maximum extent permitted by law, Company's aggregate liability under this EULA shall not exceed the fees received by Company for IT-Pedia in the twelve (12) months preceding the claim. Company is not liable for indirect, incidental, or consequential damages. Neither party is liable for delays or failures caused by acts beyond its reasonable control, including natural disasters, war, strikes, or government actions.

5. Changes to Terms

Company may modify this EULA with at least thirty (30) days' advance notice. In such a case, Customer may terminate this EULA for convenience. Notwithstanding the foregoing, any prepaid fee will be reimbursed.

Company may update non-material terms (e.g., formatting, contact details, or clarifications that do not reduce User's rights) by posting an updated version with at least thirty (30) days' advance notice. Any change that materially affects rights or obligations regarding fees, indemnities, limitations of liability, warranty disclaimers, governing law, dispute resolution, or termination, shall require mutual written agreement.

6. Governing Law and dispute resolution

This EULA is governed by the laws of the State of Delaware, without regard to conflict-of-law rules. Disputes shall be resolved by binding arbitration under the American Arbitration Association rules, with arbitration held in Delaware. Each party bears its own costs.

7. Privacy policy

Company collect contact details (name, email, phone) when User or Client submits forms, login credentials, IP addresses, and usage logs to operate and secure the Service. Company uses data to provide and maintain the Service, respond to support requests and monitor security and usage patterns. Data are retained only as long as necessary to fulfill Service obligations, comply with law, or resolve disputes. Upon account termination or deletion request, data is erased within 60 days unless legal requirements dictate otherwise. Submit requests to itpedia@eracent.com. Any personal data breach is notified within 7 business days.

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