



Nitro Automate Product Specific Terms

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THESE NITRO AUTOMATE PRODUCT SPECIFIC TERMS ARE INCORPORATED INTO THE AGREEMENT UNDER WHICH NITRO HAS AGREED TO PROVIDE THE SERVICES AND APPLY IF YOU ACCESS AND USE NITRO AUTOMATE (AS DEFINED IN SECTION 1 BELOW) AS SET OUT IN THE ORDER FORM WHICH ALSO INCORPORATES THE [NITRO TERMS OF SERVICE](#).

PLEASE VISIT OUR [GENERAL PRODUCT SPECIFIC TERMS PAGE](#) IF YOU ARE LOOKING FOR OTHER PRODUCT SPECIFIC TERMS APPLICABLE TO SPECIFIC NITRO SERVICES. FOR EXAMPLE, THE [AI PRODUCT SPECIFIC TERMS](#) SHALL APPLY WHEN CUSTOMER OR ITS USERS ACCESS AND USE AI-ENABLED FEATURES (AS DEFINED IN THE AI PRODUCT SPECIFIC TERMS) WITHIN NITRO AUTOMATE. FOR THE AVOIDANCE OF DOUBT, 'NITRO SIGN ENTERPRISE VERIFIED' (INCLUDING ITS API) IS GOVERNED BY SEPARATE [TERMS](#) AND 'NITRO SIGN' (INCLUDING ITS API) IS GOVERNED BY SEPARATE [NITRO SIGN PRODUCT SPECIFIC TERMS](#).

1. Definitions

Capitalized terms used in these Nitro Automate Product Specific Terms and not separately defined herein, shall have their respective meanings ascribed to such terms in the [Nitro Terms of Service](#). As used in these Nitro Automate Product Specific Terms, the following terms shall have the following meanings:

“Customer Application(s)” means any application(s) developed, or third party applications licensed by Customer, and used by its Users to interact with Nitro Automate;

“Nitro API” means any application programming interface and other API materials made available to Customer by Nitro as components of Nitro Automate that enable certain workflow productivity operations to be integrated with Customer Applications (e.g., ‘PDF Services API’, etc.);

“Nitro API Breaking Changes” has the meaning given in Section 2.4;

“Nitro API Key” means the security key Nitro makes available to Customer to access a Nitro API;

“Nitro Automate” means a collection of Nitro APIs, as stated in Customer’s Order Form, and the web portal made available by Nitro as ‘Nitro Automate’. For the avoidance of doubt, the Nitro Automate shall be considered and licensed on the basis of it being Cloud Services;

“Nitro Automate Credit” means the total amount of credit (purchased by Customer upfront) that may be applied as payment for Customer’s and its Users’ use of the Nitro Automate, subject to their respective Subscription Fees identified in the Order Form;

“Nitro Automate Credit Expiry Date” has the meaning given in Section 2.1;

“Nitro Automate Documentation” means the then-current Nitro Automate documentation described at <https://developers.gonitro.com/docs>;

“Nitro Automate Operation” means a single instance where the Customer (or one of its Users) ‘calls’ and requests an action from the Services via a Nitro API;

“Nitro Automate Overconsumption” has the meaning given in Section 2.2;

“Nitro Automate Operation Cost” means the amount of Nitro Automate Credits, as set out in the the Pricing Schedule or the Order Form (in case of conflicts the Order Form shall prevail), for each Nitro Automate Operation which is deducted from Customer’s Nitro Automate Credit, until such credit is exhausted, and thereafter any Nitro Automate Overconsumption is invoiced by Nitro (or its Authorized Reseller) at the applicable rates. The Nitro



Automate Operation Cost depends on the Nitro API used and varies between the different Nitro APIs made available through Nitro Automate;

“**Pricing Schedule**” has the meaning given in Section 2.2;

“**Reasonable Use**” means using Nitro Automate in a fair and normal way, based on factors such as the number of Nitro Automate Operations, data storage, bandwidth or processing power and within the limitations of the relevant Nitro Automate Documentation. Reasonable Use also means that Customer’s (including its Beneficiaries’) usage patterns do not deviate significantly from the average or expected usage levels for each customer or its beneficiaries, and that Customer’s (including its Beneficiaries’) use of Nitro Automate does not negatively affect the performance, availability, security, or integrity of Nitro Automate, other Services, or other customers’ use of the Nitro Automate or other Services. Nitro reserves the right to define what constitutes Reasonable Use at its sole discretion.

2. Nitro Automate Specific Terms

2.1. Nitro Automate Credit Allocation and Usage. As of the initial Effective Date of the Nitro Automate, and each anniversary thereafter, Customer is allocated Nitro Automate Credits that shall expire on the subsequent one (1) year anniversary of the Term (the “**Nitro Automate Credit Expiry Date**”). Nitro Automate Credits can be used until exhausted or until they expire on the Nitro Automate Credit Expiry Date, whichever occurs earlier. During the Term, Customer may purchase additional Nitro Automate Credits which will result in additional Subscription Fees being due by Customer signing a new Order Form or amendment with Nitro or an Authorized Reseller (if applicable). Any additional Nitro Automate Credits purchased during the Term shall be a recurring annual subscription and continue by default for the remaining part of the Term.

2.2. Nitro Automate Overconsumption. Any Nitro Automate Operation made after the then-current Nitro Automate Credits have been exhausted (“**Nitro Automate Overconsumption**”) will be invoiced by Nitro (or its Authorized Reseller) on a retroactive basis subject to the applicable at the applicable rates set out in the Pricing Schedule or in the Order Form (in case of conflicts, the Order Form shall prevail) which Customer agrees it shall be liable to pay upon receiving the relevant invoice.

2.3. Nitro Automate Operation Cost Adjustments. Customer acknowledges that the Nitro Automate Operation Cost applicable to each Nitro Automate Operation (which may vary depending on the applicable Nitro API or type of Nitro Automate Operation) is set out in the pricing schedule published by Nitro at <https://www.gonitro.com/pricing/automate> (the “**Pricing Schedule**”), which is incorporated into these Nitro Automate Product Specific Terms by reference. Nitro may update the Pricing Schedule from time to time during the Term, including, for example, to reflect changes in underlying infrastructure or third-party costs, market conditions, regulatory or compliance requirements, or enhancements to Nitro Automate, provided that (a) Nitro exercises such right in good faith and in a manner consistent with the commercial purpose of these Nitro Automate Product Specific Terms; (b) Nitro provides Customer with at least sixty (60) days’ prior written notice of any change by sending a notice to the Customer Notification Email Address; (c) any updated Nitro Automate Operation Cost applies only to Nitro Automate Operations performed on or after the effective date specified in the notice and does not apply retroactively to Nitro Automate Operations already performed; and (d) the updated Nitro Automate Operation Costs are reflected in the Pricing Schedule as of the applicable effective date. Customer is responsible for reviewing the Pricing Schedule from time to time, and Customer’s continued use of Nitro Automate after the effective date constitutes acceptance of the updated Nitro Automate Operation Costs.



2.4. Reasonable Use of Nitro Automate. Nitro reserves the right (but shall have no obligation) to monitor Customer's and its Beneficiaries' usage of Nitro Automate on an ongoing basis to identify any deviation from Reasonable Use. If Nitro decides, at its sole discretion, that Reasonable Use of Nitro Automate or related Services by a Customer and/or its Beneficiaries has been exceeded, Nitro will have the right to immediately throttle or suspend such use of the Nitro Automate or the related Services. In extreme circumstances, as determined by Nitro in its sole discretion, Nitro will have the right to terminate all or part of the Agreement provided that Nitro will make reasonable efforts to provide Customer in advance with a description of the excessive or abnormal usage and an explanation of why it violates Reasonable Use.

2.5. Nitro API Breaking Changes. Nitro may modify, deprecate, or discontinue any Nitro API, including endpoints, features, rate limits, authentication methods, and data formats, at any time. Where changes are likely to cause breaking impacts to existing integrations ("**Nitro API Breaking Changes**"), Nitro will use commercially reasonable efforts to provide prior notice. Emergency changes (including changes required for security, compliance, contractual obligations towards third parties, or system stability) may take effect immediately without prior notice.

2.6. Customer's Additional Responsibilities with Respect to Nitro Automate.

- a) As between Nitro and Customer, Customer is responsible for all acts and omissions in connection with Customer Applications and the use of Nitro Automate by Customer, its Beneficiaries and its Users.
- b) Customer will bear responsibility for deciding how it uses Nitro Automate however such use shall always be subject to the Agreement and the Nitro Automate Documentation.
- c) Customer shall be solely responsible for configuring, integrating, securing, and implementing the Nitro Automate into the Customer Application and shall conduct all testing that may be necessary to successfully confirm that the integration operates in accordance with Nitro Automate Documentation. Customer shall integrate Nitro Automate within the Customer Application taking into account all rules and guidelines issued from time to time by Nitro and the then-current Nitro Automate Documentation. Nitro shall not be held responsible in the event the Nitro Automate is not functioning due to non-compliance by Customer (or its Users) with the applicable Nitro Automate Documentation.
- d) Customer is responsible for maintaining compatibility with the Nitro Automate and for promptly updating its integrations with Customer Applications in response to changes. Nitro shall have no liability if Customer fails to adapt its integration with Customer Applications to a Nitro API Breaking Change within the deprecation period and in such case, Nitro may suspend or terminate all or part of Customer's and its Beneficiaries Nitro Automate access and use.
- e) Customer shall (i) only use and access Nitro Automate solely for the purposes of integrating Nitro Automate with the Customer Applications so the Customer Applications may communicate and interoperate with Nitro Automate; (ii) obtain a Nitro API Key through the registration process made available by Nitro to use and access Nitro Automate or specific Nitro API, as determined by Nitro; (iii) not share the Nitro API Key with any third party unless permitted by Nitro in writing, shall keep the Nitro API Key and all log-in information secure, and shall use the Nitro API Key as Customer's sole means of accessing the Nitro API and, (iv) be solely responsible for its Customer Applications and integrating (and maintaining the integration) between the Nitro API and Customer Applications.
- f) At termination of the Agreement, Customer shall be responsible for removing and ceasing all use and access to the Nitro Automate and the Services.



[END OF NITRO AUTOMATE PRODUCT SPECIFIC TERMS]

