



LICENSE AGREEMENT

This License Agreement ("**Agreement**") is entered into as of the day set forth in the Purchase Order, Statement of Work, or similar document (the "**Effective Date**"), by and between the GSA Multiple Award Schedule Contractor acting on behalf of Axonius Inc., a Delaware corporation, with offices located at 330 Madison Ave., New-York NY 10017 ("**Axonius**"), and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document ("**Company**" or "Ordering Activity"). All references to Axonius herein shall be deemed references to the GSA Schedule Contract Holder. For avoidance of doubt, nothing herein shall establish privity of contract between Axonius, Inc. and the Ordering Activity. Axonius and Company are hereinafter referred to individually as a "**party**" and collectively as the "**parties**",

WITNESS THAT:

WHEREAS, Axonius is in the business of providing licenses to use its proprietary device management software; and

WHEREAS, Company wishes to receive and Axonius is prepared to provide Company with a limited license to use its Solution (defined below), subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereafter set forth, the Parties hereby agree as follows:

1. **Definitions.** For purposes of this Agreement and all Exhibits thereto, the following capitalized terms shall have the following meaning:
 - 1.1. "**Intellectual Property Rights**" means all worldwide, whether registered or not (a) patents, patent applications and patent rights; (b) rights associated with works of authorship, including copyrights, copyright applications, copyright restrictions, mask work rights, mask work applications and mask work registrations; (c) trademarks, trade names, service marks, logos, domain names, goodwill and trade dress; (d) rights relating to the protection of trade secrets and confidential information; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.
 - 1.2. "**Solution**" means Axonius's proprietary device management software, whether in SaaS or an instance installed on site (as set forth in Sales Order), including updates and upgrades that are generally made available for free by Axonius to all of its customers, but will not include other software, solutions, platforms, services or new functionality without Axonius's prior written approval.
 - 1.3. "**Sales Order**" means any purchase order agreed in writing by the parties, identifying the Solution to be made available by Axonius pursuant to this Agreement, the subscription term, fees associated with the Solution, and any additional terms and conditions described therein.
2. **License and SLA.**
 - 2.1. **License.** Subject to the terms and conditions of this Agreement (including without limitation compliance with any payment obligations) and during the subscription period set forth in Sales Order ("**Subscription Period**"), Axonius shall grant Company a limited, non-exclusive, non-transferable and non-sublicensable right to use the Solution internally, for its intended purpose.
 - 2.2. **SLA.** During the Subscription Period, Axonius shall provide maintenance and support in accordance with the service level agreement set forth in **Exhibit A** hereto.
3. **Limitations on Use; Covenants.** Company shall not: (i) copy, reproduce, sell, license (or sub-license), lease, loan, assign, transfer, or pledge the Solution, or publicly perform, display or communicate, the



Solution, or otherwise use the Software in a time-sharing, outsourcing, or service bureau environment or otherwise permit any third party to do any of the foregoing; (ii) modify, disassemble, decompile, reverse engineer, revise or create any derivative works of the Solution or attempt to access or discover its source code; (iii) ship, transfer, or export the Solution or use the Solution in any manner that is prohibited by law, including without limitation, to sell, distribute, download or export the Software: (a) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Lebanon or Syria, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. or Israeli government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval, or (d) otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or Israel or any foreign agency or authority. User agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list; (iv) contest Axonius' Intellectual Property Rights to the Axonius IPR; (v) remove or add any labels, notices or logos to the Solution, (vi) perform any act or be responsible to any omission that is illegal; (vii) use the Solution for any purpose other than as permitted by this Agreement; (viii) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Solution, such as features that restrict or monitor use of the Software; or (ix) cause or permit any third party to do any of the foregoing.

4. **Warranties and Representations.** Each party warrants and represents to the other party that it has the full corporate power and authority required to enter into this Agreement and to carry out its undertakings and obligations hereunder. Company warrants and represents that it has, and will continue to have throughout the term, all licenses and permits that are required for the conduct of its business.
5. **Ownership.** Axonius or its licensors (as applicable) own all right, title, and interest in and to the Solution, including without limitation any and all data, computer code, UI, design and structure, and all modifications, enhancements and derivatives thereof and all Intellectual Property Rights related thereto ("**Axonius IPR**"). Company acknowledges that, except for the limited license to the Solution set forth in Section 2 above, Company did not and shall not acquire any rights in any part of the Axonius IPR.
6. **Fees.**
 - 6.1. Company shall pay Axonius all fees set forth in Sales Order in accordance with the GSA Schedule Pricelist ("**Fees**") in accordance with the timetables therein. The Fees are non-refundable; ***provided that in the event of termination prior to the end of a Subscription Period, the Company shall be refunded the pro rata share of the Fees for the remaining part of the Subscription Period*** An increase in unique device bandwidth usage volume as set forth in your Sales Order shall automatically trigger a corresponding increase in fees on a pro-rated basis for the amount and period of excessive use ("**True Up**") and not less than once per year in accordance with the Sales Order. Axonius will send an invoice for the amount exceeded. If the Ordering Activity exceeds the use amount, both parties will work together to either prevent such overages in the future or will execute a new Purchase Order in writing that encompasses the higher use amount. All payments not made when due shall bear interest at the rate indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.
 - 6.2. Except as expressly provided in this Agreement, each party shall bear its own costs and expenses incurred in the course of its performance of this Agreement. All amounts due to Axonius under this Agreement shall be made in USD to Axonius' account, free and clear from any withholdings and/or deductions of any amounts, including without limitations of any bank fees, taxes (including VAT), duties or levies whatsoever. Axonius shall state separately on invoices taxes excluded from the Fees, and the Ordering Activity agrees either to pay the amount of the taxes or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.



7. Limited Warranty.

- 7.1. AXONIUS WARRANTS THAT THE SOLUTION, INCLUDING ANY DATA THEREIN OR RESULTING THEREFROM AND ANY SERVICES PROVIDED HEREUNDER WILL, FOR A PERIOD OF SIXTY(60) DAYS FROM THE DATE OF COMPANY'S RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE SOLUTION, INCLUDING ANY DATA THEREIN OR RESULTING THEREFROM AND ANY SERVICES PROVIDED HEREUNDER WRITTEN MATERIALS ACCOMPANYING IT; PROVIDED THAT THE COMPANY'S SOLE REMEDY IN THE EVENT OF ANY BREACH OF THE FOREGOING WARRANTY SHALL BE REPAIR OR REPLACEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, THE SOLUTION, INCLUDING ANY DATA THEREIN OR RESULTING THEREFROM AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. AXONIUS DOES NOT PROVIDE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY, TIMELINESS AND/OR ACCURACY.
- 7.2. AXONIUS DOES NOT WARRANT THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOLUTION.
8. **Confidential Information.** The parties shall comply with the provisions of the Non-Disclosure Agreement ("NDA") attached hereto as **Exhibit B.**
9. **Limitation of Liability.** EXCEPT FOR BREACH OF CONFIDENTIALITY OR MISAPPROPRIATION OF AXONIUS' INTELLECTUAL PROPERTY RIGHTS, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, AGENTS, EMPLOYEES, LICENSORS OR SUPPLIERS ("**AFFILIATE**") BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS IN CONNECTION WITH THIS AGREEMENT AND/OR THE SOLUTION EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AXONIUS'S AND ITS AFFILIATES' AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTION OR OTHERWISE SHALL NOT EXCEED THE PAYMENTS MADE TO AXONIUS BY COMPANY FOR THE APPLICABLE PURCHASE ORDER(S).

10. Term and Termination.

- 10.1. Unless earlier terminated pursuant to Section 10.2 below, the term of the Agreement shall be from the Effective Date and until the expiration of the Subscription Period ("**Term**").
- 10.2. When an employee of the Ordering Activity is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Axonius shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- 10.3. Upon expiration or termination of this Agreement for any reason: (i) all of Company's rights and licenses hereunder shall immediately terminate and Company shall immediately cease using the Solution (and delete it from all media); (ii) Company shall promptly erase/delete or return to Axonius, at Axonius's election, all of Axonius's confidential information and Axonius IPR held or controlled by it in any form or media. The following Sections shall survive termination/expiration hereof: 1, 3-9, 10.3 and 11.



11. **General.** (11.1) **Waiver; Remedies.** Failure of a party to insist upon the performance by the other party of any term hereof shall not be deemed a waiver of the rights of the first-mentioned party with respect thereto. All waivers must be in writing. (11.2) **Notices.** All notices and other communications required or desired to be communicated by one party to the other shall be in writing and shall be deemed delivered immediately when sent by email (with written confirmation of receipt), or delivered by hand or five (5) days after mailing by registered mail to the respective addresses set forth at the head of the Agreement. Provided, however, that any notice of change of address shall be effective only upon receipt. (11.3) **Assignment.** Neither party may assign or transfer any of its rights or obligations hereunder, whether by contract or by operation of law, except with the other party's prior written consent not being unreasonably withheld. (11.4) **Relationship of the Parties.** The relationship established between the parties by this Agreement is solely that of independent contractors. Neither party shall be deemed to be an agent or legal representative of the other party and no employee of either party shall be considered to be an employee of the other party for any purposes whatsoever. Neither party shall be liable for any expenses incurred by the other party which arise out of or in connection with the Agreement. (11.5) **Entire Agreement; Modification.** This Agreement, including the Exhibits hereto, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior discussions, agreements, representations and understandings between them. This Agreement shall not be modified except by a written instrument signed by both parties. In the event of a conflict between this agreement and a negotiated purchase order, the purchase order shall prevail. (11.6) **Governing Law and Jurisdiction.** This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the Federal laws of the United States . The United Nations Convention for the International Sale of Goods is expressly excluded from this Agreement. (11.7) **Severability.** Any provision of this Agreement prohibited by, or unenforceable under, applicable law shall be ineffective to the extent of such prohibition and shall be replaced by an enforceable provision to the same or the nearest possible equivalent effect. Notwithstanding the foregoing, the other provisions hereof shall continue in effect unless the ineffectiveness of any provision shall substantially affect the consideration received by either party hereunder. (11.8) **Force Majeure.** Excusable delays shall be governed by FAR 52.212-4(f). (11.9) **Aggregate Data.** Notwithstanding anything to the contrary, Axonius may use, retain and transfer aggregate usage and transaction data in respect of the use of the Solution for any purpose and without any restrictions or payment obligations. (11.10) **No Third-Party Beneficiaries.** No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Company and Axonius any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed and delivered by their duly authorized officers, as set forth below.

By: Axonius, Inc.

By: _____

Dean Sysman

Name

Name

CEO

Title

Title

Date

Date





Exhibit A
SLA and Technical Support

A. Service Level Agreement

1. **Definition of Uptime.** “Uptime” means the Solution is up and available for access through the Internet, excluding scheduled down time not to exceed 4 hours per month.
2. **Commitment.** Axonius will use reasonable efforts to ensure that Uptime of the Solution is no less than 99.9% in any given calendar month, (the “Up-Time”). Solution will investigate any failure to meet the Up-Time to determine the underlying cause. As requested by Company, Axonius will report on its investigation and its planned remediation to address any identified underlying cause.
5. **Exceptions.** The Up-Time will not apply in the following circumstances: (a) downtime caused by Company or Company’s agents, including downtime caused by Company’s configurations, software, hardware, web services or other technologies used by Company; (b) scheduled downtime for maintenance or support; (c) use of the Solution that is not in accordance with its documentation or the terms of this Agreement; (d) downtime resulting from denial of service attacks, virus attacks, hacking attempts; or (e) any other circumstances that are not within Axonius’ reasonable control, including the availability of the internet. Non-availability of certain features or functions of the Solution is also excluded if such features or functions do not materially impair the use of the Solution.
7. **Exclusive Remedy.** Company’s sole and exclusive remedy in the event of a failure to meet the Up-Time shall be provision of Support by Axonius.

B. Support

1. **Help-Desk.** Axonius will provide support at agreed-to times.
2. **Error Reporting.** Company will submit the report of any Error (as defined below), based on Axonius’ reasonable instructions. “Error” means a reproducible and documented error in the Solution, where such error causes the Solution to fail to operate in accordance with Axonius' technical documentation.
3. **Severity Levels.** Each Error will be categorized according to the following severity levels:
 - Severity 1: Solution is completely down or severely hindered; there is no workaround available.
 - Severity 2: Solution performance is hindered; however, the system is still able to function (either with or without a work-around).
 - Severity 3: Solution performance is not hindered, but requires a slight modification or change (such as configuration set change request.)

Axonius will use diligent efforts to respond to each Error reported according to the following time frames:

Severity Level	Response time	Status Update Schedule	Target Resolution* Time
----------------	---------------	------------------------	-------------------------



1	2 business hours	2 business hours	4 business hours
2	4 business hours	4 business hours	24 business hours
3	4 business hours	4 business hours	Per case basis

* Resolution may take the form of a fix or workaround.



Exhibit B

Mutual Non-Disclosure

Whereas either party may disclose, from time to time, Confidential Information (as hereinafter defined), to the other party, pertaining to such party and its respective activities, whether financial, technological or other for the evaluation of the possible transaction between the parties (the "**Purpose**"), and other information deemed by the disclosing party as being Confidential Information; and

Whereas the parties would like to maintain their respective rights in, protect the confidentiality of, and prevent the unauthorized use and disclosure of such Confidential Information;

1. **Confidential Information.** The parties agree that all information disclosed by the disclosing party to the receiving party, whether oral, visual, in writing or by any other media of communication, including, but not limited to, all specifications, formulas, prototypes, computer programs (source and/or object code) and any and all records, data, ideas, methods, techniques, processes and projections, plans, marketing information, materials, financial statements, memoranda, analyses, notes, legal documents and other data, documents and information (in whatever form), as well as improvements, patents (whether pending or duly registered) and any know-how related thereto, relating to the disclosing party and information learned by the receiving party from the disclosing party through the inspection of the disclosing party's property (including notes, analyses or other documents prepared by the receiving party which contain the information furnished to the receiving party pursuant hereto), that relates to disclosing party's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information, shall be considered and referred to collectively in this Agreement as "**Confidential Information**".
2. Notwithstanding the aforementioned, Confidential Information, shall not include this Agreement nor the pricing terms, or information which (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving party, (ii) was within the receiving party's possession prior to its being furnished to the receiving party pursuant hereto, as evidenced by written records or other satisfactory competent evidence, provided that the source of such information is or was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing party or any other party with respect to such information, (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not and was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing party with respect to such information, (iv) is independently developed by the receiving party without any use or reference to the Confidential Information of the disclosing party, as evidenced by written records or other satisfactory competent evidence, or (v) is required to be disclosed by law or the binding rules of any governmental organization, provided that in the event that the receiving party is requested or required to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt written notice of any such request or requirement so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Axonius recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.
3. **Non-disclosure and Non-use of Confidential Information.** The receiving party agrees to accept and use Confidential Information solely for the Purpose, and that the Confidential Information shall be kept confidential and shall not be disclosed, published, or disseminated to a third party, *provided, however*, that (i) the receiving party may make any disclosure of such Confidential Information to which the



disclosing party gives its prior written consent and (ii) Confidential Information may be disclosed to the receiving party's employees and/or representatives with a need to know who are subject to confidentiality obligations not less restrictive than those set forth herein, and solely for the Purpose. The receiving party further agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information and ensure that such receiving party's employees and representatives fully perform the duties and obligations hereunder, but in any event the receiving party agrees to be responsible for any use or disclosure of Confidential Information of any of its said employees and representatives. The receiving party agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the disclosing party in each instance. In performing its duties and obligations hereunder, the receiving party agrees to use at least the same degree of care as it does with respect to its own confidential information of like importance but, in any event, at least reasonable care. Further, the receiving party agrees that it shall not make any copies of the Confidential Information on any type of media, without the prior express written permission of the authorized representative of the disclosing party. It is further agreed that the receiving party shall be liable for any breach of the provisions hereunder by any of its employees and/or representatives.

4. **Return and Destruction of Confidential Information.** The disclosing party may decide to discontinue the disclosure of Confidential Information under this Agreement at any time, for any reason or for no reason, by giving written notice to the receiving party, with immediate effect. Upon such termination or upon request of the disclosing party, the receiving party shall (i) return to the disclosing party any information disclosed in any tangible form, and all copies thereof (on whatever physical, electronic or other media such information may be stored) containing any of the Confidential Information, if such Confidential Information is stored in electronic form, it is to be immediately deleted; and (ii) provide written certification by an appropriate officer of the receiving party, that it has retained no copies of the Confidential Information on any media and that it has retained no notes or other embodiments of the information contained in the Confidential Information. The obligations set forth herein regarding confidentiality and use of Confidential Information shall survive any expiration or termination of this Agreement.
5. **Limited Warranty.** Axonius warrants that the CONFIDENTIAL INFORMATION will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with CONFIDENTIAL INFORMATION written materials accompanying it; provided that the Company's sole remedy in the event of any breach of the foregoing warranty shall be repair or replacement. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE CONFIDENTIAL INFORMATION AND ANY OTHER INFORMATION IS PROVIDED BY THE DISCLOSING PARTY "AS IS", WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS, OPERABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE NON-INFRINGEMENT OF TRADEMARKS, PATENTS, COPYRIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PERSONS.
6. **No License or Joint Venture.** All Confidential Information is and shall remain the property of the party disclosing the said information and the parties grant no licenses, by implication or otherwise, under any patent, copyright, trademark, trade secret or other rights by disclosing Confidential Information under this Agreement. Further, this Agreement is not a joint venture or other such business arrangement; and any agreement if at all, between the parties hereto shall be set forth in subsequent written agreements, at the absolute discretion of the parties hereto.
7. **Reserved.**