

## **LICENSE AGREEMENT**

This LICENSE AGREEMENT (this “**Agreement**”) is entered into as of \_\_\_\_\_, \_\_\_\_\_ (the “**Effective Date**”), by and between Axonius Federal Systems LLC, a Delaware limited liability company having a business address at 10010 Junction Drive, Suite No. 102-S, Annapolis Junction, MD 20701 (“**Axonius**”), and \_\_\_\_\_, a \_\_\_\_\_ having a business address at \_\_\_\_\_ (“**Company**”). 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 cybersecurity and IT management products; and

**WHEREAS**, Company wishes to receive, and Axonius is willing to provide Company with, a limited license to use certain of its Solutions (as defined below), subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

1. **Definitions**. For purposes of this Agreement, the following capitalized terms shall have the following meanings:
  - 1.1. “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.
  - 1.2. “**Affiliate**” of a party means, as of the applicable date of determination, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such party. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect ownership of more than 50% of the voting securities, or the power in fact to direct or cause the direction of the management, of a Person.
  - 1.3. “**Company Data**” means any data, file attachments, text, images, reports, personal information, or any other content, that is uploaded or submitted, transmitted or otherwise made available, to or through the Solutions or the Support by Company, its Affiliates or anyone on their behalf, and is processed by Axonius or any of its Affiliates on Company’s behalf.
  - 1.4. “**Documentation**” means Axonius’ user manuals, handbooks, and installation guides relating to a Solution that Axonius provides or makes available to Company in any form or medium which describe the functionality, components, features, specifications and/or requirements of such Solution, including any aspect of the installation, configuration, integration, operation, or use of such Solution.
  - 1.5. “**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.
  - 1.6. “**Losses**” means all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the direct costs of enforcing any express right to indemnification hereunder.



- 1.7. **“Person”** means an individual, corporation, partnership, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 1.8. **“Sales Order”** means any valid sales or purchase order mutually agreed in writing from time-to-time, identifying the Solutions to be made available to Company pursuant to this Agreement and the respective authorized total usage tier ranges, subscription periods and fees associated with each such Solution.
- 1.9. **“Solutions”** means Axonius’ proprietary cybersecurity and IT management products, as and to the extent expressly set forth in a Sales Order, which are made available to Company from time to time by Axonius subject to the terms and conditions of this Agreement, whether made available as software-as-a-service (“SaaS”), an instance installed on site, installed on Company’s private cloud or otherwise. Any such “Solution” includes its applicable Documentation, any paid-for “add-ons” (to the extent expressly set forth in the applicable Sales Order), and any updates/upgrades that are generally made available for free by Axonius to all of its customers from time to time.
- 1.10. **“Territory”** means worldwide, except for: (i) those territories prohibited by applicable law, including pursuant to Section 3(iii); (ii) the People’s Republic of China (excluding, for the purposes of this Agreement, the Hong Kong Special Administrative Region and Taiwan); and (iii) Russia.
- 1.11. **“Third-Party Materials”** means materials and information, in any form or medium, that are not proprietary to Axonius, including any third-party: (i) documents, data, content or specifications; (ii) materials contemplated by Section 12.11 or other software, hardware, products, facilities, equipment or devices; and (iii) accessories, components, parts or features of any of the foregoing.

## 2. **License and SLA.**

- 2.1. **License.** Subject to the terms and conditions of this Agreement (including, without limitation, compliance with any Fee payment obligations) and during each Solution’s respective subscription period set forth in an active Sales Order (each a **“Subscription Period”**), Axonius shall grant Company a limited, non-exclusive, non-transferable and non-sublicensable right to use each such Solution internally, for its intended purpose within the authorized total usage tier ranges expressly specified in such Sales Order, in the Territory.
- 2.2. **Technical Support.** During the Subscription Period applicable for each Solution, Axonius shall provide customer support with respect to Company’s use of such Solution (and, if expressly indicated in the applicable active Sales Order, additional premium technical account management support) in accordance with the terms applicable to such Solution available at <https://www.axonius.com/service-levels-technical-support> (the **“Support”**).
3. **Limitations on Use; Covenants.** Company shall not, directly or indirectly: (i) copy, reproduce, sell, license (or sub-license), lease, loan, rent, distribute, publish, assign, transfer, or pledge the Solutions, or publicly perform, display or communicate the Solutions, or otherwise use the Solutions in a time-sharing, outsourcing, or service bureau environment; (ii) modify, disassemble, decompile, reverse engineer, reverse translate, revise or create any derivative works of the Solutions or attempt to access or discover their source code; (iii) ship, transfer, or export the Solutions or use the Solutions in any manner that is prohibited by law, including without limitation, to sell, distribute, deploy, download or export the Solutions (a) to or in any countries or regions with respect to which the U.S. and/or the European Union maintains an embargo or sanctions (collectively, **“Prohibited Countries”**), (b) to any Person subject to individual prohibitions (e.g., listed on the U.S. Department of Commerce’s Table of Denial Orders or the U.S. Department of Treasury’s List of Specially Designated Nationals) (collectively, **“Designated Nationals”**), or (c) otherwise in violation of any export or import restrictions or laws; and Company represents and warrants that it is not located in, under the control of, or a national or resident of, a Prohibited Country or Designated National; (iv) contest Axonius’ Intellectual Property Rights in or to the Axonius IPR (as defined below); (v) remove or add any labels, notices or logos to the Solutions; (vi) perform any act or be responsible for any omission that is illegal; (vii) except as permitted in writing by Axonius, probe, scan, or test the vulnerability of the Solutions or any Axonius system or network, (viii) use the Solutions for any purpose other than as permitted by this Agreement; (ix) circumvent, disable or otherwise interfere with the security-



related or technical features or protocols of the Solutions, including any features that restrict or monitor use of the Solutions; or (x) cause or permit any Affiliate or third party to do any of the foregoing. Company shall be and remain fully responsible for its Affiliates' compliance with the terms, conditions and restrictions on use contained in this Agreement to the extent any such Affiliates use the Solutions and/or Support, and any violation of the terms, conditions and/or restrictions on use contained in this Agreement by any such Affiliate(s) shall be deemed a direct breach of this Agreement by Company for all purposes hereof.

4. **Representations and Warranties.** Each party represents and warrants to the other party that: (i) it has the full power and authority (corporate or otherwise) required to enter into this Agreement and to carry out its obligations hereunder; (ii) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization; (iii) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) it has, and will continue to have throughout the Term, all licenses and permits that are required for the conduct of its business.

5. **Intellectual Property Rights.**

- 5.1 **Ownership.** Axonius, its Affiliates or its or their licensors (as applicable) own all right, title, and interest in and to (i) the Solutions, including without limitation any and all computer code, UX/UI, design and structure, all modifications, enhancements and derivatives thereof and all Intellectual Property Rights related thereto, and (ii) any feedback, comments, or suggestions provided to Axonius in connection with this Agreement regarding the Solutions or the Support (collectively (i)-(ii), "**Axonius IPR**"). Company acknowledges and agrees that, except for the limited licenses to the Solutions set forth in Section 2, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Company or to any third party, and neither Company nor any third party has acquired or will acquire, any right, title, or interest in or to, any part of the Axonius IPR.
- 5.2 **Company Cooperation.** Company shall, during the Term: (i) safeguard the Solutions (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access; (ii) at Axonius' expense, take all such steps as Axonius may reasonably require to assist in maintaining the validity, enforceability and Axonius' ownership of the Axonius IPR; (iii) promptly notify Axonius in writing if Company becomes aware of (a) any actual or suspected infringement, misappropriation or other violation of Axonius IPR, or (b) any claim that any of the Solutions, including any production, use, marketing, sale or other disposition of such Solutions, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and (iv) cooperate with and assist Axonius in all reasonable ways in the conduct of any Action by Axonius to prevent or abate any actual or threatened infringement, misappropriation or violation of Axonius' rights in, and to attempt to resolve any Actions relating to, the Solutions.
- 5.3 **Company Data.** Company retains all right, title, and interest, in and to the Company Data, in the form submitted to the Solutions. Subject to this Agreement, Company grants Axonius a worldwide, royalty-free, license to access, use, process, copy, distribute, perform, export, and display the Company Data: (i) to maintain and provide the Solutions and Support; (ii) to prevent or address technical or security issues; (iii) to ensure compliance of the Company Data with this Agreement and/or with any acceptable use policies; (iv) as required by law; and (v) as permitted in writing by Company. Company represents and warrants that: (a) it has all rights, licenses, consents, permissions, power and authority necessary to grant the rights herein for any Company Data; and (b) the Company Data (and any rights granted in respect thereto) do not and shall not (x) infringe or violate any Intellectual Property Rights or privacy, data protection or publicity rights of any third party, (y) violate any applicable laws, including regarding acceptable use and export, or (z) violate any third party's policies and terms governing the Company Data. Other than the data protection obligations expressly set forth in Section 8.4, Axonius assumes no responsibility or liability for Company Data, and Company shall be solely responsible for Company Data and the consequences of using any rights granted in respect thereto.



## 6. Fees.

- 6.1 Company shall pay Axonius, either directly or through a Reseller (as defined below), all fees set forth in each Sales Order for the Solutions specified therein (“**Fees**”) in accordance with the timetables therein. The Fees are non-refundable. An unlicensed increase in Company’s total Solution usage, beyond the pre-selected authorized total usage tier range expressly set forth in any then-current Sales Order, would result in a corresponding increase in such Solution’s Fees pro-rated for the remainder of such Solution’s then-current Subscription Period. Axonius’ systems and default adapter settings shall be the basis for assessing and validating Company’s total authorized Solution tier ranges and usage. All Fee payments not made when due shall bear interest at the rate of 1.5% per month (calculated daily and compounded monthly) or at the highest interest rate allowed by law, whichever is less, from the due date until paid. In addition, and without derogating from any other right Axonius has under law or contract, if Company fails to make any such payment when due, it shall constitute sufficient cause for Axonius to suspend its performance and grant of rights under this Agreement.
- 6.2 Except as otherwise 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 by or on behalf of Company to Axonius under this Agreement (i) shall be made in U.S. Dollars to Axonius’ account, and (ii) are exclusive of any and all taxes (including without limitation, any VAT, sales, use, excise, goods and/or services taxes), levies, or duties which may be imposed in respect of this Agreement and/or the purchase or sale of the licenses to the Solutions and Support (“**Taxes**”), which shall be borne solely by Company. If Company is in a jurisdiction which requires it to deduct or withhold Taxes or other amounts from any amounts due to Axonius, Company shall promptly notify Axonius in writing, and the parties shall cooperate in an effort to avoid any such withholding in accordance with applicable law; provided, however, that, in any case, Company shall bear the sole responsibility to pay such Tax and such Tax shall be deemed as being added on top of the Fees payable by Company.
7. **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE SOLUTIONS, INCLUDING ANY DATA THEREIN OR RESULTING THEREFROM AND ANY SERVICES OR SUPPORT PROVIDED HEREUNDER, ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY, TIMELINESS AND/OR ACCURACY. AXONIUS DOES NOT REPRESENT OR WARRANT THAT THE SOLUTIONS WILL BE UNINTERRUPTED OR ERROR-FREE AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING EITHER THE USE, OR THE RESULTS OF THE USE, OF THE SOLUTIONS.

## 8. Confidentiality and Data Protection.

- 8.1. “**Confidential Information**” shall mean any information disclosed by one party, its Affiliates, business partners or their respective employees, agents or contractors (collectively, the “**disclosing party**”) to the other party, its Affiliates, business partners or their respective employees, agents or contractors (collectively, the “**receiving party**”), that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, should be reasonably understood to be confidential. Confidential Information shall include all specifications, formulas, prototypes, computer programs, and any records, data, ideas, methods, techniques, processes and projections, improvements, patents and know-how related thereto, relating to the disclosing party. The Fees and other financial terms in this Agreement and in any Sales Order are Confidential Information of Axonius. Notwithstanding the foregoing, Confidential Information shall not include information which (i) is 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, (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, or (iv) is independently developed by the receiving party without using the Confidential Information of the disclosing party. If the receiving party is required by law or by any governmental body to disclose any Confidential Information, unless prohibited by law or such body, the receiving party shall provide the



disclosing party with prompt written notice of any such requirement so that the disclosing party may seek a protective order and/or waive compliance with the applicable confidentiality provisions of this Agreement. In the absence of such protective order or waiver, the receiving party may disclose such Confidential Information as is legally required.

- 8.2. Non-disclosure and Non-use. The receiving party shall use the disclosing party's Confidential Information solely for the purposes hereof, shall not disclose any such Confidential Information to a third party without the disclosing party's prior consent, and shall take commercially reasonable precautions to prevent any unauthorized use or disclosure of such Confidential Information, using at least the same degree of care as it uses with respect to its own Confidential Information of like importance but, in any event, at least reasonable care. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to its and its Affiliates' respective employees, contractors, agents, and other representatives ("**Representatives**") with a need to know who are subject to confidentiality obligations not less restrictive than those set forth herein, and the receiving party agrees that it shall be responsible for its Representatives' compliance with such obligations.
- 8.3. Return and Destruction. Upon the express written request of the disclosing party, the receiving party shall (i) return, destroy or erase any information disclosed in any tangible form (other than from back-up, archival electronic storage) containing any of the disclosing party's Confidential Information, and (ii) provide written confirmation to this effect. The obligations set forth herein regarding non-disclosure and non-use of the other party's Confidential Information shall survive the expiration or termination of the Agreement for two (2) years, and with respect to trade secrets specifically, for so long as such information retains its trade secret status under applicable law.
- 8.4. Security and Privacy. Each party has obligations with respect to the security of the Company Data. Axonius shall employ administrative, physical, and technical measures in accordance with applicable industry standards to protect (and prevent the accidental loss or unauthorized access, use or disclosure of) Company Data, in each case, under its control (if any) during the Term. If a Solution is being provided by Axonius as SaaS and Company believes that personal information of natural persons may be processed hereunder by Axonius or any of its Affiliates, then Company may notify Axonius (by sending an email to [privacy@axonius.com](mailto:privacy@axonius.com)) of its wish to enter into a data processing addendum and, upon Axonius' written response agreeing to the same, the data processing addendum that is available at <https://www.axonius.com/data-processing-addendum> shall be incorporated by reference herein and shall bind both parties.

## 9. Indemnification.

- 9.1 Axonius Indemnification. Axonius shall indemnify, defend, and hold harmless Company from and against any and all Losses incurred by Company resulting from any Action by a third party that the Solutions, or any use of the Solutions in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights. This Section 9.1 shall not apply to the extent that any such alleged infringement arises from: (i) Third-Party Materials; (ii) combination, operation, or use of the Solutions in or with any technology (including any software, hardware, firmware, system, or network) or service not provided by Axonius or specified for Company's use in the Documentation; (iii) modification of the Solutions other than (a) by Axonius in connection with this Agreement, or (b) with Axonius' express written authorization and in strict accordance with Axonius' written directions and specifications; (iv) use of any versions of the Solutions other than the most current versions or failure to timely implement any maintenance release, modification, update, or replacement of the Solutions made available to Company by Axonius from time to time; (v) use of the Solutions after Axonius' notice to Company of such activity's alleged or actual infringement, misappropriation, or other violation of a third party's rights; (vi) negligence, abuse, misapplication, or misuse of the Solutions by or on behalf of Company, Company's Affiliates, or a third party; (vii) use of the Solutions by or on behalf of Company that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to Axonius' instructions; (viii) events or circumstances outside of Axonius' commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); or (ix) third-party claims or Losses for which Company is obligated to indemnify Axonius pursuant to Section 9.2.





- 9.2 Company Indemnification. Company shall indemnify, defend, and hold harmless Axonius, its Affiliates, and each of its and their respective officers, directors, employees, agents, representatives, subcontractors, permitted successors and assigns (each, an “**Axonius Indemnatee**”) from and against any and all Losses incurred by an Axonius Indemnatee resulting from any Action by a third party: (i) alleging that any Intellectual Property Rights or other right of any Person, or any law, is or will be infringed, misappropriated, or otherwise violated by any (a) use or combination of the Solutions by or on behalf of Company, its Affiliates or any of their representatives with any hardware, software, system, network, service, or other matter that is neither provided by Axonius nor authorized by Axonius in this Agreement, the Documentation or otherwise in writing, and/or (b) information, materials, or technology directly or indirectly provided by Company or its Affiliates, or directed by Company or its Affiliates to be installed, combined, integrated, or used with, as part of, or in connection with the Solutions; (ii) relating to facts that, if true, would constitute a breach by Company and/or its Affiliates of any representation, warranty, covenant, or obligation under this Agreement; (iii) relating to negligence, abuse, misapplication, misuse or omission (including recklessness or willful misconduct) by or on behalf of Company and/or any of its Affiliates with respect to the Solutions or otherwise in connection with this Agreement; or (iv) relating to use of the Solutions by or on behalf of Company or any of its Affiliates that is outside the purpose, scope or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to Axonius’ instructions.
- 9.3 Indemnification Procedures. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 9.1 or Section 9.2. The party seeking indemnification (the “**Indemnatee**”) shall reasonably cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Action and shall employ counsel of its choice to defend the same, at the Indemnitor’s sole cost and expense. The Indemnatee may participate in and/or observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnatee without the Indemnatee’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.
- 9.4 Sole Remedy. **THIS SECTION 9 SETS FORTH COMPANY’S SOLE REMEDIES AND AXONIUS’ SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOLUTIONS, THE SUPPORT, THE DOCUMENTATION OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER RIGHTS OF ANY PERSON.**
10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL EITHER PARTY, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, PERMITTED SUCCESSORS AND/OR PERMITTED ASSIGNS (COLLECTIVELY, THE “**PARTY GROUP**”) BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY (I) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (II) DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (III) LOSS OF GOODWILL OR REPUTATION, (IV) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED SOFTWARE OR THIRD-PARTY MATERIALS, (V) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (VI) COST OF REPLACEMENT GOODS, SERVICES OR SUPPORT, IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. THE PARTY GROUP AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTION, THE SUPPORT OR OTHERWISE SHALL NOT EXCEED THE PAYMENTS MADE TO AXONIUS BY OR ON BEHALF OF COMPANY DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO SUCH CLAIM. THE LIMITATIONS IN THIS SECTION 10 SHALL NOT APPLY TO EITHER PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 OR TO COMPANY’S BREACH OF SECTION 3.



## 11. **Term and Termination.**

- 11.1. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with Section 11.2 below, shall remain in effect until all of Company's applicable Subscription Periods have expired (the "**Term**").
- 11.2. Either party may terminate this Agreement by a written notice to the other (i) upon the breach by the other party of any of its obligations hereunder and such other party's failure to cure such breach within thirty (30) days of such notice, or (ii) upon the occurrence of any of the following events: (a) a receiver is appointed for either party or its property; (b) either party makes a general assignment for the benefit of its creditors; (c) either party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days; or (d) either party is liquidated or dissolved.
- 11.3. Upon expiration or termination of this Agreement for any reason, all of Company's and its Affiliates' rights and licenses hereunder shall immediately terminate and Company and its Affiliates shall immediately cease using the Solutions and any Axonius IPR held or controlled by them in any form or media. The following Sections shall survive termination/expiration hereof: 1, 3-10, 11.3 and 12.

12. **Miscellaneous.** (12.1) Waiver. Any waiver by either party of any condition, term or provision of this Agreement shall not be construed as a waiver of any other condition, term or provision. All waivers must be in writing. (12.2) Notices. All notices under the Agreement shall be in writing and shall be deemed delivered: (i) one (1) business day after being sent by overnight courier to a party's physical address; (ii) three (3) business days after being sent by registered mail, return receipt requested, to a party's physical address; or (iii) immediately after being sent by email to the party's email address (provided that (a) the sender does not receive a response that the message could not be delivered and no out-of-office reply is generated, and (b) any notice for termination or for an indemnifiable Action must be sent in accordance with clause (i) or (ii)). (12.3) Assignment. Other than in connection with (i) a merger, consolidation, reorganization, sale of all or substantially all of either party's stock or assets, or any similar transaction, or (ii) an assignment or transfer by Axonius to an Affiliate, neither party may assign or transfer any of its rights or obligations hereunder without the other party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. (12.4) Relationship of the Parties. The relationship established between the parties by this Agreement is solely that of independent contractors. Neither party shall be deemed an agent or legal representative of the other party and no employee of either party shall be deemed an employee of the other party for any purposes whatsoever. (12.5) Entire Agreement; Modification. This Agreement 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 the parties with respect to such subject matter. This Agreement may not be modified except by a written instrument signed by both parties. (12.6) Governing Law and Jurisdiction. This Agreement and any action related hereto shall be governed by the laws of the State of New York, without regard to any conflict of law provisions thereof. The exclusive jurisdiction and venue of any Action under this Agreement shall be the competent Federal and State courts of New York, in each case located in New York City. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement or any Sales Order. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. (12.7) Severability. Any provision of this Agreement prohibited by, or unenforceable under, applicable law shall be ineffective only to the extent of such prohibition/unenforceability and shall be replaced by an enforceable provision to the same or the nearest possible equivalent effect. (12.8) Force Majeure. Except for payment obligations, neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of such party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties. (12.9) Aggregate Data. Notwithstanding anything to the contrary herein, Axonius may use, retain, and transfer anonymized, aggregate analytics and statistical data in respect of the Solutions, the Support and the use thereof ("**Aggregated Data**"), without any payment obligations, for purposes of providing, maintaining and improving the Solutions and Support, tracking usage



thereof and ensuring compliance with this Agreement, addressing Support-related communications and requests, managing its security systems and controls, and performing its obligations hereunder. For the avoidance of doubt, Aggregated Data is not regarded as Company Data. (12.10) No Third-Party Beneficiaries. Except as otherwise expressly provided herein, no provisions of this Agreement are intended or shall be construed to confer upon or give to any Person other than Company and Axonius any rights, remedies or other benefits. (12.11) Open Source. The Solutions include open-source components the use of which is governed by, and subject to, the terms and conditions of the applicable open-source licenses. (12.12) Anti-Corruption. Company has not received or been offered any illegal or improper bribe, payment, gift, kickback or thing of value from any of Axonius, its Affiliates, and/or any of their respective employees or agents in connection with this Agreement. If Company learns of any violation of such restriction, Company shall promptly notify Axonius. (12.13) Resellers. If Company purchased the Solutions from a reseller or distributor authorized by Axonius (“**Reseller**”), and to the extent there is any conflict between this Agreement and any agreement between Company and the Reseller, including any purchase order (“**Reseller Agreement**”), then, as between Company and Axonius, the terms of this Agreement shall prevail. Any rights granted to Company in any such Reseller Agreement which are not expressly contained in this Agreement shall apply only in connection with such Reseller. (12.14) Governmental Customer. If Company is part of a U.S. government agency, department or other U.S. governmental authority, whether federal, state or local (a “**Government Customer**”), then Government Customer hereby agrees and acknowledges that: (i) the Solutions and Support are “commercial items” as defined at 48 C.F.R. 2.101, consisting of “commercial computer software”, “commercial computer software documentation” and “commercial services”; (ii) Government Customer’s technical data and software rights related to the Solutions and Support include only those rights specified in this Agreement, and shall be restricted in accordance with Federal Acquisition Regulation 12.212 and Defense Federal Acquisition Regulation Supplement 227.7202-1; (iii) the Solutions were and are developed fully at private expense; and (iv) in no event shall source code be provided, licensed, or considered to be a deliverable under this Agreement. Any provisions contained in this Agreement that contradict any law applicable to a Government Customer shall be limited solely to the extent required under such applicable law. (12.15) Publicity. Unless otherwise expressly specified in a Sales Order or requested in writing, Axonius may identify Company as a customer, and may use Company’s name, corresponding trademark, or logo on Axonius’ website and customer lists, blogs, and other marketing materials and public communications. (12.16) Free Trials. If Company is subject to this Agreement pursuant to a free trial, or an early release offering (e.g., Beta offering) (collectively, “**Free Trials**”) then, notwithstanding anything to the contrary herein, in respect of such Free Trials (i) the Free Trial may be modified, limited, cancelled, or terminated by Axonius, at its sole discretion, for any reason or for no reason, without any liability whatsoever, (ii) the Solutions and Support are provided “As-Is”, “With All Faults” and on an “As Available” basis, with no warranties, express or implied, of any kind; (iii) any indemnity undertakings by Axonius shall not apply; and (iv) the aggregate liability of the Axonius Party Group under, or otherwise in connection with, this Agreement shall not exceed USD \$100. (12.17) Interpretation. For purposes of this Agreement: (i) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; (iii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

\* \* \*





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

<b>Axonius Federal Systems LLC</b>	<b>Company:</b> <span style="background-color: yellow;"> </span>
By: _____ Name: Title:  Date:	By: _____ Name: Title:  Date: