



AXONIQ TERMS OF SERVICE

Last Updated: September 2025

AXONIQ B.V., a Dutch corporation, with statutory seat in Amsterdam and having its offices at Lange Viestraat 2b, 3511 BK Utrecht, The Netherlands ("AXONIQ" or "We") or its Affiliate, as may be the case, is willing to grant You this license to access and use its Services (the "Services") if You agree to these terms of service ("Terms"). If You wish to access and/or or use the Services on behalf or for the benefit of your employer, by accepting these Terms You do so on Your own behalf as well as that of Your employer, and You warrant and represent that You have authority to do so. You acknowledge that You have read these Terms, understand them, and agree to be bound by them. If You do not agree to any of the terms below, AXONIQ is unwilling to provide or license the Services to You, You are not authorized to access or use them for any purpose, and You should not check the box indicating that you have read through and agree to the Terms of the Services.

No other terms and conditions shall be binding upon AXONIQ unless accepted by AXONIQ in writing. AXONIQ expressly rejects any of customer's purchase terms or other general terms and conditions.

In the event of any inconsistency, conflict, or ambiguity between the various documents governing your use of our Services, the following order of precedence shall apply: (a) any Order, Statement of Work, or similar ordering document executed between the parties; and (b) these Terms of Service.

These Terms may be modified from time to time, which modified versions will be notified on our portals and/or by e-mail and Your access to the Services is subject to Your continuing agreement to these Terms, as they may be amended from time to time.

DEFINITIONS

"Agreement" means the agreement with AXONIQ, consisting of these Terms and any related Order, Statement of Work, or other agreement, if applicable.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party, where control means direct or indirect ownership of more than 50% of the voting interests of the entity.



"AI Agent Services" means the cloud-based artificial intelligence software services that employ large language models, machine learning algorithms, and automated reasoning systems to process user requests and deliver intelligent responses, recommendations, or actions. This encompasses all AI-powered tools, interfaces, and integrations made available through our service infrastructure.

"Beta Release Feature" means any release feature of the Software that is identified by AXONIQ to be beta, experimental, restricted release or unsupported.

"Capacity" means the features and restrictions relating to a specific Plan as described on our pricing page or in the applicable Order.

"Cloud-Based Services" means the remote delivery of computing services, applications, and resources over the internet through our cloud infrastructure, including but not limited to: (i) cloud-based monitoring services that provide real-time oversight, performance analytics, and operational insights for applications developed using our software platforms; and (ii) artificial intelligence agents that operate remotely to perform automated tasks, data processing, analysis, and decision-making functions on behalf of users.

"Consultancy Services" means professional consulting, advisory, implementation, and technical services provided by AXONIQ .

"Credits" means the prepaid usage units that measure and limit your consumption of AI agent services. Each interaction with an AI agent, including but not limited to queries, requests, and data processing tasks, consumes a specified number of Credits based on the complexity and computational resources required. Credits are deducted from your account balance in real-time and are non-refundable and non-transferable.

"Development" means use on a single Node, solely by developers testing code or use solely in a sandbox environment that is not accessed or in any way used by users of the production system. Development usage of Axon Server and Axon Data protection is part of all AXONIQ subscriptions without any additional cost. Any cluster that has more than one Node will entail use in either Production or Non-Production.

"Documentation" means the user guides, manuals, and technical documentation for the use of the Services, provided in electronic form, currently located at <https://docs.axoniq.io/reference-guide/>

"Effective Date" means the date of the commencement of the Agreement as appears on the Order or Statement of Work, or, in absence thereof, the date of registration, license



acceptance, commencement of use of the Services, or first payment of subscription fees, or, for Free Services, the date of first download or use of such Free Service.

“Enterprise License” means commercial software licenses for on-premises deployment, including associated software, updates, and support entitlements.

“Free Services” means services offered on a free of charge basis, including free Plans, Non-Production Free Licenses, Trial Licenses, Beta Release Features, community support, and minimum viable products. Free Licenses do not include Open Source Software licenses which are governed by separate Open Source license terms. For the avoidance of doubt, The core of Axon Framework is licensed under Apache 2. And these Terms do not apply.

"License" means the license to access and use the Services within the limits set out in the Agreement.

“License Key” means a license file component of the Services that enables one or more components of the Services (for example, authorization keys) to operate within the Capacity. Certain components of the Services may be licensed hereunder without a License Key.

“Node” means an instance of the Axon Server process that is connected to other Nodes to form a Cluster and is classified as either "Production", "Non-Production" or "Development".

"Non-Production Free License" means a Free License permitting use of certain designated Software solely for Non-Production Purposes as defined herein. Non-Production Free License applies to the so-called ‘Axon Framework Extensions’.

"Non-Production Purposes" means use (a) in development environments (local development machines) and automated build/tests and (b) for internal evaluation, development or automated testing. Non-Production Purposes explicitly exclude: (i) any use in a live, customer-facing environment; (ii) any use that directly supports business operations or generates revenue; (iii) any use in testing or quality assurance environments that validate software intended for production deployment, including acceptance testing environments; and (iv) any use where the Software processes, stores, or transmits data that affects business decisions or customer experiences.

"Order" means an ordering document, Statement of Work, or service selection for the Services agreed upon between You and AXONIQ, or as the case may be, between You and an authorized reseller of AXONIQ, and/or the Services selected and activated by You via our websites or portals, including the applicable Support Services.

“Paid Services” means services requiring payment, including paid Platform modules, Enterprise licenses, Support, Consultancy Services, and Training Services.



Plan: means the different types of (bundles of) licenses and subscriptions to the Services offered by AXONIQ through the Platform or its websites.

“Platform” means the "one-stop shop" for all initialization, configuration, insights, and monitoring of AXONIQ Services.

“Pre-Production Release” means Services which have not completed AXONIQ's formal release requirements and includes Beta Release Features amongst others.

“Production” means deployment of the Software by You for productive business use, and may include acceptance testing in a production environment. An instance running in standby mode also classifies as a Production Node. Production use further means any use of the Software in a live, operational environment serving real users or customers, including but not limited to running the software to provide services to external users, using the software in a commercial product or service, deploying the software in production environments, using the software for commercial purposes.

“Replaced License Key” means a License Key that has been replaced or superseded by another License Key for the purpose of direct substitution.

“Services” means collectively all services and products including Software offered by AXONIQ under these Terms, such as paid platform modules and subscriptions, AI Agentic services, Enterprise software licenses, Support services, Consultancy Services, Training Services, and any other services provided by AXONIQ on the basis of a subscription or other commercial arrangement, and as further detailed below.

“Software” means any of the software AXONIQ offers under these Terms, including software made available under Non-Production Free Licenses.

“Software Schedule” means the section of the Order Form that contains specific information regarding the licensed Services, Capacity, name of customer, term, and the Support level.

“Statement of Work (SOW)” means a document describing specific Consultancy Services or Training Services to be provided, including scope, deliverables, timeline, and fees.

“Support” or “Support Services” means technical support, Software Updates, patches, bug fixes, and maintenance services provided under AXONIQ's standard Support policies in effect on the date such services are provided.



“Training Services” means educational services, courses, workshops, and training programs provided by AXONIQ .

"Trial License" means a free license for a limited duration, allowing You to evaluate the Software.

"Update" means (i) supplemental programs, if and when developed and distributed by AXONIQ, that may contain bug fixes or improved program functions for the Software; and (ii) a subsequent release of the Software, if and when developed by AXONIQ, which AXONIQ generally makes available for licensees that have a Software Support agreement. An Update does not include any release, new version, option, or future product, which AXONIQ licenses separately.

1. SERVICES

1.1 General. We provide a comprehensive backend platform for agentic systems built on event sourcing architecture, delivered through a combination of on-premises software and cloud-based services. Our core offerings include the Axon Framework and Axon Server for on-premises deployment, complemented by cloud services for system monitoring, analytics, and management. We support these technology solutions with AI-powered agents, professional training, technical support, and strategic consultancy services to enable our clients' development and deployment of sophisticated, event-driven applications and agentic systems.

1.2 Service Offerings. Our Services comprise:

(a) On-Premise Software: Licensed downloadable software installed and operated on your own infrastructure, including Axon Framework, Axon Framework Extensions and Axon Server.

(b) Cloud-Based Services: Software-as-a-Service (SaaS) and Platform-as-a-Service (PaaS) solutions delivered through secure cloud infrastructure, providing scalable access to applications and data processing capabilities.

(c) AI Agent Services: Artificial intelligence-powered services that utilize Credits or Tokens as defined in Section Definitions, including automated workflows, intelligent data analysis, content generation, and conversational AI capabilities.

(d) Support Services: Technical assistance, maintenance, troubleshooting, and ongoing customer support depending on the Software license or Plan purchased.



(e) Training Services: Professional education programs, user training sessions, and certification courses designed to maximize the value and effective use of our solutions.

(f) Consultancy Services: Strategic advisory services, implementation planning, system optimization, and custom solution development to meet specific business requirements.

1.3 Service Plans and Custom Agreements. We offer our Services through standardized Plans that bundle multiple service components at defined pricing tiers. Enterprise customers may enter into custom agreements tailored to their specific requirements, volumes, and integration needs.

1.4 Service Availability and Performance. We maintain our services with commercially reasonable uptime and performance standards. Service levels may vary based on your selected Plan or custom agreement terms, and are subject to factors including internet connectivity and system compatibility.

2. (ACCESS TO AND USE OF) THE PLATFORM

To access the Platform and certain Services, you must create an account with accurate and complete information. You are responsible for:

- Maintaining the confidentiality of your account credentials
- All activities that occur under your account
- Promptly notifying us of any unauthorized use
- Using strong passwords and enabling available security features

Account sharing is prohibited except where explicitly permitted by your subscription Plan. You may not sell, transfer, or assign your account without our prior written consent.

3. ACCESS TO AND USE OF SERVICES

Subscription. Subject to the terms and conditions of this Agreement and the complete payment of any and all applicable subscription fees for Paid Services, AXONIQ grants You during the applicable term and for the restricted scope of the Agreement a limited, personal, revocable, non-transferable, non-exclusive license to use the Services for the term of the Agreement and for the Capacity specified therein and to receive the applicable Support



Services. The Services may only be used for purposes of Your ordinary business operations. You shall pay the fee based on the ordered Capacity as indicated in the Order.

4. SOFTWARE LICENSE

(a) The license is granted solely to You and not to any parent, subsidiary, or other third party, unless stated otherwise in the Order or unless You are using Free Services. However, the license includes use by Your Affiliates and/or third party service providers to provide outsourced services to You, provided that You shall remain responsible for each such Affiliate's and/or third party service provider's compliance with the terms of this Agreement and all such use must be, in the aggregate, within the Capacity and/or other limitations and the stated in the Order or on the Portal. Upon divestment of any Affiliate, such Affiliate's right to use the Services shall terminate automatically. You will inform AXONIQ of any change in ownership of Affiliates without delay.

(b) You may not use or copy the Services, or any copy thereof, in whole or in part except as expressly provided in these Terms or in the applicable license terms for Free Services. You acknowledge that the Services and their structure, sequence, organization, as well as their source code contain valuable trade secrets and confidential information of AXONIQ and, as applicable, its licensors. You shall not, nor shall You permit, assist, or encourage any third party to modify, adapt, alter, translate, or create derivative works from the Services; sublicense, lease, rent, or loan the Services, or otherwise transfer the Services or make them available to any third party; reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Services, except and only to the extent that such activity is expressly permitted by applicable law; remove, obscure, or alter AXONIQ's copyright or patent notices, trademarks, and other proprietary rights notices affixed to or contained within the Services; work around any technical limitations in the Services or hack the license enforcement mechanism and/or circumvent the limitations on use of the Services that are imposed or preserved by any License Key, nor copy the License Key; make more copies of the Services than as allowed in this Agreement or allowed by applicable law, despite this limitation; publish the Services, including any application programming interfaces included in the Services, for others to copy, or provide the Services as a hosted solution for others to use; disseminate or publish any information about the performance of the Services to a third party without the prior written consent of AXONIQ; or otherwise exercise rights to the Services except as expressly allowed under this Section 4.

(c) You agree to keep Your credentials that provide access to the Services, as well as any



application tokens confidential and not to share either with third parties. You are responsible for the use of your account and You will immediately notify Us of any unauthorized use at support@axoniq.io

(d) You shall not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device. You shall not make network connections to any users, hosts, or networks unless You have permission to communicate with them, and may not use manual or electronic means to avoid any use limitations placed on the Services, such as access and storage restrictions. We may, but have no obligation to investigate any violation of this provision or misuse of the Services, or remove any data, or disable access to any resource, that violates the foregoing.

(e) You shall not violate any applicable Fair Use Policy that has been made available by AXONIQ.

(f) **High-Risk Use.** Unless AXONIQ gives its prior written consent and is consulted regarding the specific deployment, system set-up, and Service support plan, You have no right to use (and must not use) the Services in any application or situation where the failure of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High-Risk Use"). High-Risk Use does not include utilization of the Services for administrative purposes, to store configuration data, engineering and/or configuration tools, or other applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

(g) **Capacity Limitations.** The Capacity limit for the Services under this Agreement, may be enforced by the Services themselves where appropriate. In this case, the Services may deny further requests that would exceed the Capacity and will in that case issue an appropriate error message as logging. Some agreed Capacity limits may not be enforced by the Services at all. Regardless of any enforcement mechanism, You are responsible for operating the Services within the Capacity limits. AXONIQ shall have the right to charge additional fees for any use of the Services that exceeds the Capacity limits, and You agree to pay such fees.

(h) **License Key Delivery and Acceptance.** For enterprise licenses, AXONIQ will deliver to You a License Key that enables You to use the applicable Services in accordance with the rights granted in this Section 4. The Services are deemed to have been delivered to You upon provision of such License Key and the Services are deemed accepted by You upon delivery.

(i) **Replaced License Key Restrictions.** License Keys may be replaced for various purposes. A Replaced License Key must be removed from any device and its original license file must be destroyed or archived and clearly marked as "Inactivated" so that it cannot be used. The



act of replacement includes but is not limited to upgrades when an earlier or lower numbered version License is replaced by a newer or higher numbered version License; functional upgrades when a License with certain Capacity and functionality is replaced by a License with greater Capacity or different functionality; lost/stolen/failed keys when a License Key is lost, stolen, or fails and a replacement License Key is provided, and if a lost/stolen License Key is found/recovered, it must be destroyed; or keyed license to keyless license.

(j) **Non- Production use.** You may only use the Software for development, testing, and evaluation purposes, modify and create derivative works for non-production use.

(k) **Open source software.** The Software may contain or be provided with open source software, as identified in the Documentation. Notwithstanding anything to the contrary herein, use of the open source software shall be subject to the license terms and conditions applicable to such open source software. AXONIQ makes no warranties, express or implied, and will not be obligated under Section 8 with respect to any open source software. To the extent the terms of open source licenses applicable to such open source software prohibit any of the restrictions in the Agreement, such restrictions will not apply to such open source software.

The Documentation includes an overview including references to the licenses applicable to the Open-Source Components (as defined in the Documentation). To the extent the terms of the licenses applicable to open source software require AXONIQ to make an offer to provide source code in connection with the open source software, such offer is hereby made, and you may exercise it by contacting support@axoniq.io.

5. PRE-PRODUCTION RELEASES

As an accommodation to You, AXONIQ may provide You from time to time a Pre-Production Release of the Services. All such Pre-Production Releases are provided strictly on an "as-is" basis and AXONIQ disclaims all warranties, express or implied, for all Pre-Production Releases. Section 19 will not apply to such Pre-Production Releases.



6. FREE SERVICES, including Non-Production Free Licenses, Trial Licenses and Beta Releases

If You are using Free Services, then the following applies. Free Services are provided "AS IS" with no warranty of any kind, to the extent permitted by law, and AXONIQ is under no obligation to provide any Support Services or maintenance. You assume all risks and all costs associated with the use of such Free Services. Your sole remedy with respect to Free Services is termination of the use of the Free Services. Any obligations of AXONIQ to indemnify, defend or hold harmless under these Terms do not apply to Free Services and/or Beta Release Features.

7. AI AGENT SERVICES

User Responsibilities. (a) Language Model Provision: You are solely responsible for providing, configuring, and maintaining your own Large Language Model (LLM) or AI model infrastructure used in connection with our AI Agent Services. We do not provide, warrant, or support any underlying AI models.

(b) Input Content: You are fully responsible for all data, prompts, queries, and other content ("Input") you provide to AI Agent Services. You warrant that your Input does not violate any applicable laws, regulations, or third-party rights, and that you have all necessary rights and permissions for any content you submit.

(c) Compliance and Safety: You must implement appropriate safeguards and monitoring to ensure your use of AI Agent Services complies with applicable laws, industry standards, and ethical guidelines. This includes but is not limited to content filtering, bias detection, and abuse prevention measures.

Ownership and Output. Output Ownership: You retain full ownership of all content, responses, and other materials generated through AI Agent Services ("Output"), subject to your compliance with these Terms.

No warranty. AI Agent Services are provided "AS IS" and "AS AVAILABLE" without any warranties, representations, or guarantees of any kind, whether express, implied, or statutory. We expressly disclaim all warranties including but not limited to merchantability, fitness for a particular purpose, and non-infringement. You are solely responsible for selecting, configuring, and maintaining your own Large Language Models (LLMs) and bear full responsibility for all outputs, decisions, and consequences resulting from your use of AI



Agent Services. Under no circumstances shall we be liable for any damages, losses, or claims arising from or related to your use of AI Agent Services or your choice of LLMs, regardless of the theory of liability.

8. MODIFICATIONS OF SERVICES

AXONIQ reserves the right to modify the Services during the course of the Agreement, for example in an effort to improve their performance and functionality or to provide additional features. These modifications may include changes that break compatibility of APIs.

9. SUPPORT

For Paid Services only (excluding Free Services): As part of the provision of the Services, and depending on the Services or Plan purchased by You, AXONIQ shall make available Support to You in accordance with AXONIQ's applicable Support policy and in accordance with the level of Support Services purchased by You. AXONIQ reserves the right to alter its standard Support Services policy from time to time using reasonable discretion and shall endeavour that such alterations shall not result in a material diminishment of the level of support. AXONIQ will provide Support by using its commercially reasonable efforts in diagnosing incidents and resolving incidents. The Support Services are provided AS IS and AXONIQ makes no warranty in that respect. AXONIQ will have no obligation to provide Support to You in the event that the purchased Services have been changed, modified or damaged by You or anyone other than AXONIQ, the problem is caused by Your negligence, misconduct, or misuse of the Services, or other causes beyond the reasonable control of AXONIQ, the problem is due to third party software not included in the Services' distribution, or can be attributed to the installation, configuration, management and operation of Your infrastructure. Support provided by AXONIQ does not cover the support of any third party software not part of the Services' distribution or hardware which integrates with AXONIQ's Services. In addition, Support does not include Your failure to comply with operating instructions contained in the Documentation. You are subject to additional fees charged by AXONIQ for the time and manpower allocated to the resolutions of these incidents in accordance with AXONIQ's usual fees.

Mandatory Upgrade Requirement: LICENSEE acknowledges and agrees that AXONIQ may require LICENSEE to upgrade to a newer Software version, such as the LTS version (for Axon Server) or a version designated as a major release (for Axon Framework or other products) ,



in order to continue access to Support Services. Such requirement will be in accordance with the applicable Long Term Support (LTS) policy or any other applicable release notes. AXONIQ will endeavour to provide ninety (90) days advance notice of mandatory upgrades via email, in-app notification, or website posting, except for critical security updates which may require shorter notice. Failure to upgrade within 6 months or any other specified timeframe may result in loss of Support Services, unless parties agree to paid extended support, and LICENSEE assumes all risks of using unsupported versions. AXONIQ reserves the right to implement automatic updates for security, compliance, or operational reasons, and AXONIQ shall not be liable for any costs or damages resulting from mandatory upgrade requirements or LICENSEE's failure to comply therewith.

If no Support is provided under the specific Service or Plan, then You may use AXONIQ's generally available communication channels where you can seek assistance or answers to questions you may have.

For Cloud based Services only: Cloud based Services are provided AS IS. AXONIQ shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned maintenance carried out during the maintenance window as notified on our portals and/or through our regular channels; and unscheduled maintenance, in which case AXONIQ will use reasonable endeavours to give You notice in advance. AXONIQ however, does not warrant that the Service will be available at all times and disclaims any liability.

10. THIRD PARTY MATERIALS

The Services may incorporate, embed or be bundled with software or components that are owned by third parties and/or with open source software, as identified in the Documentation. Notwithstanding anything to the contrary herein, use of the third party components and/or open source software shall be subject to the license terms and conditions applicable to such third party software and/or open source software. AXONIQ makes no warranties, express or implied, and will not be obligated under Section 19 and/or 21 with respect to any third party software and/or open source software. To the extent the terms of open source licenses applicable to such open source software prohibit any of the restrictions in these Terms, such restrictions will not apply to such open source software.



11. CONSULTANCY SERVICES

(a) Consultancy Services may be provided as part of Support or a Plan or ordered separately through an Order or Statement of Work. AXONIQ will perform Consultancy Services with care to the best of its ability, in accordance with the Agreement. Consultancy Services are performed on the basis of a reasonable efforts obligation and are provided AS IS without any warranty or liability.

(b) The Customer shall timely provide all information useful and necessary for the performance of the Consultancy Services. In the event that the data and information necessary for the performance of the Consultancy Services are not at AXONIQ's disposal when required, then AXONIQ may suspend the Services and/or may charge additional costs at its then applicable rates as a result of the delay and/or extra time involved.

(c) Customer shall be solely responsible for the use of the (results of the) Services in its organization.

12. TRAINING SERVICES

(a) When AXONIQ provides Training Services, the AXONIQ Academy Terms and Conditions apply in addition to these Terms. In case of inconsistency between the AXONIQ Academy Terms and Conditions and these Terms, the AXONIQ Academy Terms and Conditions will prevail.

(b) The AXONIQ Academy Terms and Conditions can be found at <https://academy.axoniq.io/terms>

13. TERM AND TERMINATION

(a) The Agreement commences on the Effective Date and will remain in effect during the applicable subscription term as stated in the Order, if applicable, or for the specific term for such Service as indicated on the Platform or the websites, and/or unless terminated earlier as provided below. At the end of the initial term the Agreement will automatically renew for the same period unless terminated by either party giving one month notice. Enterprise



licenses may be explicitly renewed by a separate Order Form executed by the parties. We may terminate Free Licenses at Our discretion upon prior notification.

(a-1) **Non-Production Free License Termination.** Non-Production Free Licenses terminate automatically upon any breach of the Non-Production Purposes limitation or other license terms. Upon such termination, all rights to use the Software across your organization immediately cease, and you must delete all copies of the Software from all systems and locations within your organization.

(b) **For monthly subscriptions only:** You may terminate Your use of the Services at any time for any reason by following the procedure to terminate Your account on the portal to this effect, or by providing written notice for Services that do not have online termination procedures. For subscription services, the cancellation takes effect on the renewal date of the Agreement. Your account will then be terminated by Us after payment of all outstanding amounts due and any after You have completed any ongoing projects or extracted your data as applicable. In the case of Free Services, your account and data may be deleted immediately by Us. You will not be entitled to any refunds, and any unpaid amounts for the remaining agreed term of the subscription will become due and payable immediately upon such termination.

(c) In case of non-payment of any fees due, the Agreement may be suspended or may be terminated in accordance with Section 14.f.

(d) Either party may terminate the Agreement upon written notice if the other party materially breaches this Agreement and such breach is not cured within thirty days after written notification of such breach, becomes subject to any bankruptcy or insolvency proceedings, has a receiver appointed for a substantial part of its assets or ceases to operate in the ordinary course of its business.

(e) The provisions of the Agreement that by their nature extend beyond the termination of the Agreement shall survive termination.

(f) Upon expiration or termination of the Agreement, you shall cease to use the Services under these Terms. For enterprise licenses, You will also cease using the Services and Confidential Information and will delete the Services, including any License Keys, from Your computers. Upon request from AXONIQ You will certify in writing within thirty (30) days after such request to AXONIQ that the Services and all copies thereof have been deleted.

(g) Any of Your remaining data contained in the Services will be deleted within 30 days of termination and/or expiration of Your account, unless We have agreed a different term with



You or unless We have indicated a specific term for such Service on the platform. You acknowledge that You are responsible for timely exporting Your data in order to ensure continued access after termination and/or expiration of the account and/or Agreement. If for whatever reason the Agreement is terminated prior to the end of the subscription period specified in the Order Form for enterprise licenses, and except in the case where this termination is attributable to AXONIQ, You will be under the obligation to pay the remaining terms of the Agreement which would have been due until the end of the agreed term of the subscription. These amounts become payable immediately upon the termination.

(h) In case of Free Services Your data may be deleted at Our discretion upon Our prior notification.

14. ORDERS, FEES AND PAYMENT

(a) **Orders.** All Orders are subject to these Terms and are not binding until accepted by AXONIQ. Orders created by You through the AXONIQ websites or portals are deemed accepted when AXONIQ provides access to the Services. All Orders are non-refundable except as expressly provided otherwise in these Terms. You may issue a purchase order only for administrative purposes. Additional or different terms and conditions contained in such purchase order will be null and void and will not bind AXONIQ.

(b) **Direct Orders.** Sections c to g only apply to Orders placed directly with AXONIQ. If you purchase the Services through an AXONIQ authorized reseller, You will pay the reseller for such purchase and different terms may apply.

(c) **Fees and Payment.** You agree to pay AXONIQ all fees incurred for your usage of the Services and any additional fees specified in an Order or Statement of Work. Fees for monthly subscription services will be invoiced monthly in advance, unless otherwise specified in the Order. Fees for purchase of additional Credits will be due immediately. Fees for Consultancy Services will be invoiced according to the payment schedule specified in the applicable Statement of Work. Fees for Training Services will be invoiced in accordance with the terms stated in the applicable Order. All amounts payable under this Agreement will be due within the payment term specified in the Order or our portal, or if no payment term has been specified, within thirty (30) days from the date of invoice. Payment shall be made in the currency in which the prices are set.

(d) **Taxes.** All prices are exclusive of VAT and any other levies and taxes. You shall, in addition to the other amounts payable under this Agreement, pay all applicable customs, duties, sales,



use, value added, withholding, or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding only taxes based on AXONIQ's net income. If You are compelled to make a deduction or set-off for any such taxes, You will pay to AXONIQ such additional amounts as are necessary to ensure receipt by AXONIQ of the full amount AXONIQ would have received but for the deduction.

(e) **Credit Card Payments.** Unless otherwise agreed in an Order, payment for subscription services must be made by credit card. AXONIQ uses a third-party credit card processing service to process payments. You consent to the use of such service and to the transfer of Your credit card details to such third-party processor. You agree to be bound by any terms applicable to the processing service.

(f) **Late Payment.** Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full, determined and compounded daily from the date due until the date paid. You will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by AXONIQ to collect any amount that is not paid when due. Upon notice AXONIQ may suspend your access to the Services including Support Services for failure to pay any amounts when due. If payment has not been received by AXONIQ within 15 days after notification to that effect then AXONIQ may terminate the Agreement and Your data will be deleted in accordance with Section 13.g.

(g) You are neither entitled to suspend any payments nor to set off any of the sums due. Payments made by You shall always be used first to meet all interest and costs owed and subsequently for the settlement of invoices. In the event You are in default, all amounts due under the Agreement become payable immediately, without any further notice being required. Complaints about invoices must be submitted within 14 days after the date of invoice. Such a complaint does not suspend the payment period. Where applicable, rights and/or goods are granted or delivered to You subject to the condition that You have paid all sums due under the Agreement. Unless indicated otherwise, all fees are non-refundable and payable in advance.

(h) **Modification of Fees.** (i) **Term-Based Orders.** For Services provided under a signed Order with a specified term, AXONIQ may modify its fees and fee structure only upon renewal or extension of such Order. AXONIQ shall provide You with at least thirty (30) days' prior written notice of any fee modifications before the expiration of the current Order term.

(ii) **Monthly Subscriptions.** For Services provided under monthly subscription arrangements without a fixed term (including platform-based purchases that are billed monthly in advance), AXONIQ may modify its fees and fee structure at any time upon thirty (30) days' prior notice.



Such notice may be provided through the portal, AXONIQ's websites, email, or other electronic means. The modified fees shall take effect at the beginning of Your next monthly billing cycle following the notice period. You accept such modifications by Your continued use of the Services. You may cancel Your subscription at any time before the modified fees take effect to avoid such changes.

(i) Where pricing is based on certain criteria such as size of company / company revenue You represent and warrant that the information provided to determine Your pricing is correct and accurate. Section 15 Verification applies.

15. VERIFICATION/AUDIT

General. At AXONIQ's written request, not more frequently than annually, LICENSEE will furnish AXONIQ with a signed certification verifying that the Software is being used in accordance with the provisions of this Agreement. AXONIQ may not, more frequently than annually, audit LICENSEE's use of the Software unless AXONIQ reasonably believes that a violation of this Agreement has occurred.

Any such audit will be conducted during regular business hours at LICENSEE's facilities and will not unreasonably interfere with LICENSEE's business activities. If an audit reveals that LICENSEE is using Software contrary to the terms and conditions of this Agreement, then LICENSEE will be invoiced for additional license fees consistent with LICENSEE's actual use of the Software in accordance with AXONIQ's then current price list for the Software, which amount will be immediately due and payable. This assessment of additional fees will be without prejudice to any other remedies AXONIQ may have for breach of this Agreement, including without limitation, termination under Section 13 (Term and Termination).

15a. Enhanced Verification for Non-Production Free Licenses

For Non-Production Free Licenses, the following additional verification requirements apply:

(a) **Self-Certification.** At AXONIQ's written request, you shall within 15 days provide a written certification signed by an authorized representative stating: (i) your current compliance status with all license terms; (ii) a description of all systems and environments where the Software is deployed; (iii) the nature and scope of your use of the Software; and (iv) confirmation that no production use has occurred or, if production use has occurred, full details of such use including duration, scale, and business purpose.



(b) **Audit Rights.** AXONIQ reserves the right, upon reasonable written notice and during normal business hours, to audit your compliance with this license if AXONIQ has reason to believe that you have breached any license terms, with such determination to be made in AXONIQ's sole discretion. Such audits may include: (i) inspection of your or your organisation's systems, networks, and computing environments where the Software is or has been installed; (ii) review of documentation, records, logs, and other materials relating to your deployment and use of the Software; (iii) interviews with technical and administrative personnel within your organisation; and (iv) engagement of qualified auditors to conduct such inspection on AXONIQ's behalf. You shall provide reasonable cooperation and access necessary for such audits.

(c) **Non-Production Use Enforcement.** Unauthorized production use of Software licensed under Non-Production Free License may result in: (i) immediate liability for all applicable commercial license fees for the type of license AXONIQ deems appropriate at its discretion, from first unauthorized use; (ii) liquidated damages equal to 3x such license fees; (iii) interest at 1.5% per month; and (iv) reasonable attorneys' fees and costs of enforcement.

15b. Company Size and Employee Count Verification

Where Services fees are based in whole or in part on LICENSEE's company size, number of employees, annual revenue, or similar organizational metrics (collectively, "Size Criteria"), the following verification requirements apply:

(a) **Initial Certification.** Upon the Effective Date of the Order and annually thereafter, LICENSEE shall provide written certification signed by an authorized representative stating: (i) LICENSEE's current employee count (including full-time, part-time, contractors, and consultants); (ii) annual revenue for the most recently completed fiscal year; (iii) confirmation of any corporate affiliations, subsidiaries, or related entities that may impact Size Criteria calculations; and (iv) any material changes to organizational structure that may affect applicable licensing fees.

(b) **Documentation Requirements.** AXONIQ may request supporting documentation to verify Size Criteria, including but not limited to: (i) audited financial statements or tax returns; (ii) employment records or payroll summaries; (iii) organizational charts; and (iv) corporate registration documents. LICENSEE shall provide such documentation within thirty (30) days of written request.

(c) **Audit of Size Criteria.** In addition to the audit rights set forth in Section 10 and 10a above, AXONIQ reserves the right to audit LICENSEE's Size Criteria upon reasonable written notice if AXONIQ has reason to believe that LICENSEE has misrepresented or failed to accurately



report such criteria. Such audits may include review of financial records, employment documentation, and other materials reasonably necessary to verify Size Criteria accuracy.

(d) Fee Adjustments. If verification reveals that LICENSEE's actual Size Criteria exceed those upon which the fees were calculated, LICENSEE shall immediately pay additional fees based on AXONIQ's then-current pricing for LICENSEE's actual size tier, retroactive to the date of material underreporting. Such additional fees shall be calculated from the earlier of: (i) the date LICENSEE first exceeded the reported Size Criteria; or (ii) the beginning of the current Order term. In addition, AXONIQ shall be entitled to liquidated damages equal to 3x such Service fees; (iii) interest at 1.5% per month; and (iv) reasonable attorneys' fees and costs of enforcement.

(e) Material Changes. LICENSEE shall notify AXONIQ in writing within thirty (30) days of any material change in Size Criteria that would result in movement to a higher pricing tier. Failure to provide timely notification shall result in retroactive fee adjustments as described in subsection (d) above.

16. OWNERSHIP

(a) AXONIQ or its licensors are the sole owner of all rights in the Services. This License is only a license and not a sale. In addition, the Services, including also information We disclose to You or that You otherwise learn about their functionality and performance, are the Confidential Information and trade secrets of AXONIQ.

(b) We acknowledge and agree that, as between You and Us, You own all data that You input into the Services. We agree further to treat such data as Your Confidential Information, not to use it except in the course of enabling You to use the Services, and not to disclose it to third parties without Your express prior consent, except as is allowed by these Terms, and except as may be reasonably required by law, regulation or court order. You acknowledge and agree, however, that We retain business partners to assist us in providing the Services (including but not necessarily limited to hosting partners and third-party equipment operators), and that Our disclosure of Your data to those business partners shall not violate these Terms or applicable law.



17. CONFIDENTIAL INFORMATION

(a) Each party shall retain in confidence the non-public information and know-how disclosed or made available by the other party pursuant to this Agreement, which is either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonably be understood to be confidential by the recipient ("Confidential Information"). Notwithstanding any failure to so designate it, the Software and its source code, including the Documentation, the terms and pricing under this Agreement and all intellectual property and trade secrets of AXONIQ are considered AXONIQ's Confidential Information. Each party shall maintain the confidentiality of the other party's Confidential Information using at least a reasonable degree of care; refrain from using the other party's Confidential Information except for the purpose of performing its obligations under this Agreement; and not disclose Confidential Information to any third party except to employees, subcontractors and agents ("Representatives") as is reasonably required in connection with this Agreement and who are subject to confidentiality obligations at least as protective as those set forth in this section and provided that the receiving party shall remain responsible for the acts of such Representatives. Results of any benchmark tests on the Services run by You may not be disclosed outside of Your organization without the prior written consent of AXONIQ. Each party shall immediately notify the other party of any unauthorized disclosure or use of any Confidential Information and assist the other party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested by such other party. The foregoing obligations will not apply to Confidential Information of the other party which is or becomes publicly known without breach of this Agreement; is discovered or created by the receiving party without use of, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; or is otherwise known to the receiving party without confidentiality restrictions and through no wrongful conduct of the receiving party. Receiving party may disclose Confidential Information to the extent required by law or court order if the receiving party provides prompt notice and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure ("Permitted Disclosures").

(b) Each party acknowledges that any breach or threatened breach of this Section may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, such party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the other party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.



18. SECURITY AND PROCESSING OF PERSONAL DATA

(a) **Data Security.** We have implemented reasonable security measures to protect the data You input into the Services as well as access to those data. Neither We nor Our service partners can guarantee data security. We also have no control over the communications facilities used by You and Your service providers to input Your data, and We assume no responsibility for the communication links or security. We urge You to keep Your credentials which you use to access the Services in a secure place, not to divulge them to anyone, and to sign off of the Services and close Your browser when You have finished using the Services.

(b) **Data Accuracy.** You are solely responsible for the input of data and the accuracy of data input into the Services. You are solely responsible for the legality of the data, ensuring compliance with all privacy laws applicable to the collection and provision of the data, Your configuration and use of the Services, and taking appropriate action to securely transmit and backup Your data, which may include use of encryption to protect data from unauthorized access. You shall not transmit data that is illegal, fraudulent, infringing, or in violation of any individual's or entity's privacy rights.

(c) **Data Protection Laws.** Each party shall comply with their respective obligations under applicable data protection laws. If in performing the Services AXONIQ will process personal data as a processor for its customer then a separate Data Processing Addendum will apply, which can be found at <https://lp.axoniq.io/axoniq-data-processing-addendum> and is hereby incorporated by reference.

(d) **Usage Data.** AXONIQ may from time to time use and process data about Your use of the Services for the purpose of creating statistics and analytics data. We may use such data for Our own internal business purposes, including to maintain and improve Our products and services and to monitor and analyse Our activities in connection with the performance of the Services.

(e) **Backup policy.** You acknowledge that any replication of Your data will depend on the Service option that you have purchased and that You are responsible for making adequate backups depending on your needs and requirements. AXONIQ will only offer backup facilities if expressly indicated and purchased by You.



19. WARRANTIES AND DISCLAIMERS

(a) **Limited Warranty.** Not applicable to Free Services: AXONIQ warrants for a period of thirty (30) days from the Effective Date, that the Services will perform substantially in accordance with the Documentation. During the warranty period and without charge to You, AXONIQ will as a sole remedy to You use commercially reasonable efforts to provide modifications or fixes with respect to any material defect in the Services in a reasonably timely manner. If AXONIQ is unable to make the Services operate as warranted, then AXONIQ will on request by You terminate the license for such defective Services and refund the license fees paid to AXONIQ for the defective Services, provided the request is made within the warranty period. Any other remedies are excluded.

(b) The warranty does not apply if the Services have been altered except by AXONIQ, have not been installed, used, operated, or maintained in accordance with this Agreement, are used on equipment, products, or systems not meeting specifications identified by AXONIQ in the Documentation, or the error or defect is not attributable to AXONIQ.

The warranty does not apply if a non-conformity results from your negligence, error or misuse of the Services.

Disclaimer of All Other Warranties. THE WARRANTIES IN SECTION 19.a ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AXONIQ, ITS DEALERS, DISTRIBUTORS OR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES GIVEN IN THIS SECTION, AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. AXONIQ DOES NOT WARRANT THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS, WILL BE FIT FOR A PARTICULAR PURPOSE, THAT THE SERVICES WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN THE DOCUMENTATION, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES WILL NOT INFRINGE THE RIGHTS OF OTHERS, OR THAT THE SERVICES WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS OR OTHER THREATS OR INTERRUPTIONS. IF APPLICABLE LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS, THEN ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY AND ARE LIMITED TO THE GREATEST EXTENT ALLOWED BY THE APPLICABLE LAWS, AND IN ANY CASE YOU MAY ONLY RECOVER THE REMEDIES THIS AGREEMENT ALLOWS.



20. LIABILITY

(a) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL AXONIQ, NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SERVICES, INCLUDING AXONIQ LICENSORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, BUSINESS, GOODWILL, REVENUE, DATA OR USE, INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF AXONIQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AXONIQ'S TOTAL LIABILITY IN THE AGGREGATE FOR DAMAGES AND EXPENSES HEREUNDER OR RELATING HERETO (WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE OR WHETHER RELATED TO PARTICULAR SERVICES OR SUPPORT SERVICES) WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID TO AXONIQ UNDER THIS AGREEMENT, IF ANY, IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING A CLAIM, PROVIDED HOWEVER THAT THIS LIMITATION WILL NOT APPLY IF YOU USE FREE SERVICES, IN WHICH CASE OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED EURO. YOU ACKNOWLEDGE THAT AXONIQ'S PRICING REFLECTS THE ALLOCATION OF RISKS, OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND THE LIMITATION OF LIABILITY HEREUNDER.

(c) THE LIMITATIONS SET OUT IN THIS SECTION DO NOT APPLY IN CASE THE DAMAGE IS CAUSED BY THE WILLFUL INTENT OR GROSS NEGLIGENCE OF AXONIQ.

21. INDEMNIFICATION

(a) **By You.** You will defend, indemnify, and hold harmless AXONIQ and its officers, directors, managers, and employees (the "AXONIQ Indemnitees") from any and all liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by such AXONIQ Indemnitees in connection with any third-party claim, action, or proceeding arising from Your use of the Services (including any use under Your account or use by Your personnel or contractors); any software, hardware or data (including personal information) used in or in connection with the Services that AXONIQ does not provide; Your breach of the Agreement; Your violation of any applicable laws involving or related to Your use of the Services; unauthorized or illegal use of the Services by You or your Affiliates; Your or your Affiliates' noncompliance with or breach of



this Agreement; Your or your Affiliates' use of third-party products; or the unauthorized use of the Services by any other person using your authentication credentials.

(b) We will notify You in writing within thirty (30) days of our becoming aware of any such claim; give You sole control of the defense or settlement of such a claim; and provide You (at Your expense) with any and all information and assistance reasonably requested by You to handle the defense or settlement of the claim. You will not accept any settlement that imposes an obligation on Us; requires Us to make an admission; or imposes liability not covered by these indemnifications or places restrictions on Us without Our prior written consent.

(c) **By AXONIQ.** For Paid Services only. The following does not apply to Free Services. AXONIQ will defend You against a third party claim (an "Indemnified Claim") that the Services infringe any copyright, provided that You notify AXONIQ in writing within thirty (30) days of the claim; AXONIQ has sole control of the defence and all related settlement negotiations; and You provide AXONIQ with the assistance, information and authority necessary in order for AXONIQ to perform its obligations under this Section. AXONIQ shall have no obligations under this Section if You breach this Agreement.

(d) AXONIQ will have no obligation to You for any Indemnified Claims relating to allegations of copyright infringement which arise outside the geographical boundaries of the United States or the European Union ("Included Jurisdictions").

(e) If the Services are held by a court of competent jurisdiction, or are believed by AXONIQ, to infringe, then AXONIQ will have the option, at its expense, to modify the Services to be non-infringing; or obtain for You a license to continue using the Services. If, in AXONIQ's sole discretion, it is not economically or commercially reasonable to perform either of the above options then AXONIQ may terminate the license for the infringing Services and refund to You a portion of the Service fee paid to AXONIQ for the infringing Services, prorated for any portion of the term that remains from and after the effective date of such termination.

(f) The foregoing AXONIQ obligations do not apply when the claim of infringement results from or is related to Services provided pursuant to Your designs, drawings or specifications; Your data; software stored, used or maintained other than in accordance with AXONIQ's instructions or recommendations or other than for Your internal business purposes; claims of infringement resulting from combining the Services provided hereunder with any other items not furnished by AXONIQ; modifications to the Services without the prior written consent of AXONIQ; software or products supplied or designed by You or third parties including open source software; or Your failure to use Updates, corrections or enhancements made available by AXONIQ.



(g) This Section 21 states AXONIQ's entire liability and Your sole and exclusive remedy for any claim of infringement.

22. EXPORT RESTRICTIONS

Export Restrictions and Sanctions. You agree to comply fully with all applicable international and national export laws and regulations, including the U.S Export Administration Regulations and the Office of Foreign Asset Control Regulations, as well as sanctions and end-use and destination restrictions issued by the U.S and foreign governments. Neither the Services nor any product incorporating the Services may be sold or exported, directly or indirectly, to an individual or an entity in an embargoed country in violation of applicable export laws or sanction lists. You represent and warrant that you are not located in, under the control of, or a national or resident of, any country to which the United States has embargoed goods.

23. FORCE MAJEURE

Neither party will be responsible to the other for any failure or delay in its performance due to force majeure, such as, but not limited to Acts of God, natural disasters, fire, casualty, flood, earthquake, war, strike, lockout, epidemic or pandemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party claiming force majeure, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

24. NOTICES

All notices required to be sent hereunder will be in writing and addressed to the address shown on the relevant Order Form (if to You) or to the AXONIQ address shown at the top of this Agreement (if to AXONIQ). AXONIQ may give notices applicable to the Services or the Support Services by means of a general notice on the AXONIQ portal for its services, and notices specific to You by electronic mail to the e-mail address specified in the Order.



25. ASSIGNMENT

You may not transfer or assign this Agreement, in whole or in part, without AXONIQ's prior written consent. Any attempt to assign this Agreement without such consent will be null and void. AXONIQ may transfer this Agreement at any time without giving notice to You. AXONIQ may transfer and assign this Agreement at any time without giving notice to You.

26. GOVERNING LAW AND DISPUTE RESOLUTION

For all customers domiciled outside the United States of America and Canada: This Agreement will be governed by and construed in accordance with the laws of the Netherlands, excluding the U.N. Convention on Contracts for the International Sale of Goods. All disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by the parties' good faith attempt to negotiate a resolution will be submitted to the exclusive jurisdiction of the courts in Amsterdam, the Netherlands. For customers domiciled in the United States of America or Canada: This Agreement will be governed by and construed in accordance with the laws of the state of New York, USA, regardless of conflict of laws principles. All disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by the parties' good faith attempt to negotiate a resolution will be submitted as follows: if U.S. federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts located in New York County, New York; and if U.S. federal jurisdiction does not exist, then the parties consent to exclusive jurisdiction and venue in the New York State Courts located in the Borough of Manhattan that have subject matter and personal jurisdiction of the matter. The U.N. Convention on Contracts for the International Sale of Goods is explicitly excluded.

27. GENERAL PROVISIONS

(a) **Severability; Waiver.** If a court of competent jurisdiction finds any provision of this License invalid or unenforceable, that provision of the Agreement will be amended to achieve as nearly as possible the intent of the parties, and the remainder of this Agreement will remain in full force and effect. The waiver by either party of a breach of any provision of this Agreement in one instance shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.



(b) **Independent Contractor.** AXONIQ and You agree that in rendering all services hereunder, AXONIQ and any person employed by AXONIQ to perform the services shall act (and be considered for all purposes) as an independent contractor of You, and not as an employee or agent of You. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

(c) **Survival.** The Sections of this Agreement that by their nature survive expiration or termination of the Agreement include but are not limited to the following Sections 13, 14, 15, 16, 17, 20, 21, 22, and 27.

(d) **Entire Agreement.** This Agreement (together with any information from the Order Forms and License Files necessary to identify any specific restrictions applicable to Services licensed hereunder) constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, written or oral, concerning the subject matter of this Agreement. No other terms and conditions shall be binding upon AXONIQ unless accepted by AXONIQ in writing. AXONIQ expressly rejects any of Your purchase terms or other general terms and conditions.

(e) **Use of Logo's.** By using our services, You grant us a non-exclusive, royalty-free license to display Your company name, logo, and trademarks on our website and marketing materials to identify you as our customer. You may request removal at any time by providing written notice, and we will review such request within thirty (30) days.