



AXONIQ SOFTWARE SUBSCRIPTION AGREEMENT TERMS

Last Updated October 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, or its Affiliate, as may be the case ("AXONIQ" or "We"), is willing to grant you ("You" or "LICENSEE") this license to access and use its software (the "Software") if You agree to the terms in this Software Subscription Agreement ("Terms"). If You wish to access the Software on behalf or for the benefit of your employer by accepting these Terms, You do so on Your own behalf, and that of Your employer, and You warrant and represent that You have the 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 license the Software to You, You are not authorized to access or use it for any purpose, and You should not check the box indicating that You have read through and agree to the terms of the Software.

DEFINITIONS

"Agreement": this Software Subscription Agreement with AXONIQ, consisting of these Terms and any related Order and Exhibits, 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 entity's voting interests.

"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 websites and portals.

"Platform" means the "one-stop shop" platform for all initialization, configuration, insights, and monitoring of AXONIQ products.

"Documentation" means the user guides and manuals for using the Software, in so far as applicable, 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, in the absence of an Order, the date of first payment of the Software subscription fee, or for Free Licenses, the date of first download or use of the Software.

"Free Licenses" means licenses that are offered on a free-of-charge basis under these Terms, such as Free Plans, Non-Production Free Licenses, Trial Licenses, and Beta Releases. 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.

"License" means the license to use the Software within the limits set out in the Agreement.

"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 certain of the so-called 'Axon Framework Extensions' and to the free license Axon Server Single Node.

"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 the following, which are considered Production Use: (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. In case of Axon Server Single Node, Non-Production Purposes also include keeping a single node active for more than 14 days.

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

"Plan" means the different types of licenses to the Software and level of Support offered by AXONIQ through the Platform under a specific plan.

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

"Support Services" means the applicable services provided under AXONIQ's standard Support Services policy in effect on the date such services are provided.

"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 an annual software support agreement. An Update does not include any release, new version, option, or future product, which AXONIQ licenses separately.

1. Subscription

Subject to the terms and conditions of the Agreement and the complete payment of any and all applicable subscription fees, 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 Software for the term of the Agreement and for the Capacity specified therein and to receive the Support Services, if applicable. The Software may only be used for purposes of LICENSEE's ordinary business. LICENSEE shall pay the fee based on the ordered Capacity as indicated in the Order.

Non-Production Free License Grant. For Software designated as available under Non-Production Free License, AXONIQ grants You a limited, non-exclusive, non-transferable license to use and modify such Software modules solely for Non-Production Purposes. You may create derivative works for internal use only, subject to all restrictions in this Agreement.

Axon Server Single Node Additional Restrictions. For Axon Server Single Node specifically, the Non-Production Free License includes the following restriction: the license is valid only for deployments lasting 14 days or less. Any deployment exceeding 14 days requires a commercial license.

Production Use Upgrade. You must verify your continued compliance with Non-Production Purposes including the 14-day time limitation, if applicable, on an ongoing basis. If you wish to use the Software for Production and/or, in the case of Axon Server Single Node, if you wish to keep a single node active for more than 14 days, you must go to AXONIQ's platform and sign up for the appropriate paid license subscription. This license terminates automatically if you breach these terms. Upon 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.



2. Registration

To register, You must first log in by selecting one of the supported identity providers, if applicable, and by providing Us online with all additional information We request. As part of the registration, You must accept the terms of the Agreement.

You agree to keep Your credentials that provide access to the Software and any application tokens confidential and not to share them with third parties. You are responsible for using your account, and You will immediately notify Us of any unauthorized use at support@axoniq.io.

3. Restrictions

The grant of this license is further limited as follows:

- (a) The license is granted solely to You and not to any parent, subsidiary, or other third party, unless stated otherwise in the Order. However, paid licenses include 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 limitations stated in the Order or on the Platform.
- (b) You may not use or copy the Software, or any copy thereof, in whole or in part except as expressly provided in these Terms. You may not provide the Software as a hosted service to third parties. You acknowledge that the Software and its structure, sequence, organization, and 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 (a) modify, adapt, alter, translate, or create derivative works from the Software, unless expressly permitted, (b) sublicense, lease, rent, or loan the Software, or otherwise transfer the Software or make it available to any third party, (c) if the source code is not made available by AXONIQ - reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, except and only to the extent that such activity is expressly permitted by applicable law, (d) remove, obscure, or alter AXONIQ's copyright or patent notices, trademarks, and other proprietary rights notices affixed to or contained within the AXONIQ Software, (e) disseminate or publish any information about the performance of the Software to a third party without the prior written consent of AXONIQ, or (f) otherwise exercise rights to the Software except as expressly allowed under this Section 3.



(c) Additional Restrictions for Axon Framework Extensions and Non-Production Free Licenses. For Axon Framework Extensions the following applies: (i) The Software is source-available - you may modify it for internal use but cannot distribute original or modified versions; (ii) You may not distribute source code or derivative works to third parties; For Axon Framework Extensions that are licensed under Non-Production Free License, the following additional restrictions apply: (ii) The Software may only be used for Non-Production Purposes as defined herein. For Axon Framework Extensions and Axon Server Single Node that are licensed under Non-Production Free License, the following additional restrictions apply: (i) The Software may only be used for Non-Production Purposes as defined herein; (ii) For Axon Server Single Node only, the Software may not be kept active for more than 14 consecutive days without obtaining a commercial license.

(d) You shall not use the Software 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. You may not use manual or electronic means to avoid any use limitations placed on the Software, such as access and storage restrictions. We may, but have no obligation to investigate any violation of this provision or misuse of the Software.

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

(f) **High-Risk Use.** LICENSEE has no right to use (and must not use) the Software in any application or situation where the failure of the Software 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 Software 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. LICENSEE agrees to indemnify and hold harmless AXONIQ from any third-party claim arising out of LICENSEE's use of the Software in connection with any High-Risk Use.

4. Free Licenses, including Non-Production Free Licenses, Trial Licenses and Beta Releases

If You are using the part of the Software that is offered as Free Licenses, then the following applies. Free Licenses 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 using such Free Licenses. Your sole remedy with respect to Free Licenses is termination of the use of the Free Licenses.



Any obligations of AXONIQ to indemnify, defend, or hold harmless under these Terms do not apply to Free Licenses.

5. Modifications

AXONIQ reserves the right to modify the Software and Support Services during the course of the Agreement in an effort to improve its performance and functionality. These modifications may include changes that break compatibility of APIs. 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 Software is subject to Your continuing agreement to these Terms, as they may be amended from time to time.

6. Support

For paid Software licenses only (excluding Free Licenses): As part of the provision of the Software, and depending on the Plan purchased by You, AXONIQ shall make available technical support to You in accordance with AXONIQ's applicable Support Services policy for a supported version subject to Section 6 below. AXONIQ reserves the right to alter its standard Support Services policy from time to time using reasonable discretion, but in no event shall such alterations result in a material diminishment of the level of support. AXONIQ will provide support by using its commercially reasonable efforts in (i) diagnosing Incidents and (ii) resolving Incidents. AXONIQ will have no obligation to provide Support to LICENSEE in the event that (i) the purchased Software has been changed, modified or damaged by LICENSEE or anyone other than AXONIQ, (ii) the problem is caused by LICENSEE's negligence, misconduct, or misuse of the Software, or other causes beyond the reasonable control of AXONIQ, (iii) the problem is due to third party software not included in the Software's distribution. Support provided by AXONIQ does not cover the support of any third party software not part of the Software's distribution or hardware which integrates with AXONIQ's Software. In addition, support does not include the following: (a) LICENSEE's failure to comply with operating instructions contained in the documentation; and (b) installation, configuration, management and operation of LICENSEE's infrastructure. LICENSEE is 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.

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

7. Third-party materials

The Software 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 Sections 13 and/or 15 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.

8. 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 Software as indicated on the portal, and/or unless terminated earlier as provided below. We may terminate Trial Licenses and Beta Releases 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 limitations or other license terms. For Axon Server Single Node specifically, the license also terminates automatically



upon exceeding 14 days of continuous operation. 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) You may terminate Your use of the Software at any time for any reason by following the procedure to terminate Your Agreement on the Platform to this effect. The cancellation takes effect on the renewal date of the Agreement.
- (c) In case of non-payment of any fees due, the Agreement will be suspended or terminated.
- (d) Either party may terminate the Agreement upon written notice if the other party (i) materially breaches this Agreement and such breach is not cured within thirty days after written notification of such breach, (ii) 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 Software under these Terms.
- (g) 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.
- (h) In case of Free Licenses your data may be deleted at Our discretion upon Our prior notification.

9. Orders, Fee, and Payment

- (a) **Orders.** All Orders are subject to these Terms and are not binding until accepted by AXONIQ. Orders You create through the AXONIQ websites or the Platform are deemed accepted when AXONIQ provides access to the Software. All Orders are non-refundable except as expressly provided otherwise in these Terms.
- (b) **Direct Orders.** Sections c to f only apply to Orders placed directly with AXONIQ. If you purchase the Software 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 using the Software and any additional fees specified in an Order. Unless indicated otherwise, all amounts payable under this Agreement will be due within thirty (30) days from the invoice date.

(d) **Taxes.** Unless stated otherwise in an Order, 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 because 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 AXONIQ such additional amounts as are necessary to ensure receipt by AXONIQ of the total amount AXONIQ would have received but for the deduction.

(e) **Credit Card Payments.** Unless otherwise agreed in an Order, payment 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. Upon notice AXONIQ may suspend your access to the Software or 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.

(g) **Modification of Fees.** AXONIQ shall be entitled to modify its fees and/or its fee structure at any time upon 30 days prior notice by notification on its websites and/or thePlatform. In such case You accept such modifications by Your continued use of the Software.

10. Verification/Audit

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 8 (Term and Termination).

10a. 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; (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; and (iv) for Axon Server Single Node, the duration of each deployment instance.

(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; including deployment timestamps and duration records for Axon Server Single Node; (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 or in the case of Axon Server single node, exceeding the 14-day limitation, 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.



11. 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, 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 (a) maintain the confidentiality of the other party's Confidential Information using at least a reasonable degree of care; (b) refrain from using the other party's Confidential Information except for the purpose of performing its obligations under this Agreement; and (c) not disclose Confidential Information to any third party except to employees, subcontractors and agents as is reasonably required in connection with this Agreement and who are subject to confidentiality obligations at least as protective as those outlined in this section. Results of any benchmark tests on the Software 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 steps reasonably requested by such other party. The foregoing obligations will not apply to Confidential Information of the other party which (i) is or becomes publicly known without breach of this Agreement; (ii) is discovered or created by the receiving party without the use of, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; or (iii) is otherwise known to the receiving party without confidentiality restrictions and through no wrongful conduct of the receiving party. The 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) You acknowledge that any breach or threatened breach of this Section may cause irreparable injury to AXONIQ and that, in addition to any other remedies that may be available, in law, in equity, or otherwise, AXONIQ shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by You, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.



12. Processing of Data

Usage Data. AXONIQ may, from time to time, use and process data about Your use of the Software for the purpose of creating statistics and analytics data. We may use such data for Our own internal business purposes, including maintaining and improving Our products and services and monitoring and analysing Our activities in connection with the performance of the Software.

13. Warranties and Disclaimers

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

(b) The warranty does not apply if the Software has been altered except by AXONIQ, has not been installed, used, operated, or maintained in accordance with this Agreement, is 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.

(c) **Only for Paid Plans including SLA Support Services:** AXONIQ warrants that (i) it shall perform the Support Services in a professional manner and (ii) the Support Service will perform substantially in accordance with the documentation. AXONIQ's entire obligation and Your sole remedy for a breach of the foregoing warranty will be for AXONIQ to re-perform the Support Services or make commercially reasonable efforts to correct any non-conformity in the Support Service.

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

Disclaimer of All Other Warranties. THE WARRANTIES IN SECTION 13. 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 SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, WILL BE FIT FOR A PARTICULAR PURPOSE, THAT THE SOFTWARE WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN THE DOCUMENTATION, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SOFTWARE WILL NOT INFRINGE THE RIGHTS OF OTHERS, OR THAT THE SOFTWARE 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.

14. 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 SOFTWARE, 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 SOFTWARE, SERVICES OR SERVICE 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.

15. Indemnification

(a) **By LICENSEE.** LICENSEE 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 (i) LICENSEE's use of the Software (including any use under LICENSEE's account or use by LICENSEE's personnel or contractors); (ii) any software, hardware or data (including personal information) used in or in connection with the Software that AXONIQ does not provide; (iii) LICENSEE's breach of the Agreement; or (iv) LICENSEE's violation of any applicable laws involving or related to its use of the Software.

(b) **By AXONIQ. For paid licenses only. The following does not apply to Free Licenses.** AXONIQ will defend You against a third party claim (an "Indemnified Claim") that the Software infringes any copyright, provided that: (i) You notify AXONIQ in writing within thirty (30) days of the claim; (ii) AXONIQ has sole control of the defense and all related settlement negotiations; and (iii) You provide AXONIQ with the assistance, information and authority necessary for AXONIQ to perform its obligations under this Section.

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

(d) If the Software is held by a court of competent jurisdiction or is believed by AXONIQ to infringe, then AXONIQ will have the option, at its expense, to (i) modify the Software to be non-infringing or (ii) obtain for You a license to continue using the Software. 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 Agreement and refund to You a portion of the Software fee paid to AXONIQ, prorated for any portion of the term that remains from and after the effective date of such termination.

(e) The foregoing AXONIQ obligations do not apply when the claim of infringement results from or is related to: (i) Your data; (ii) software stored, used or maintained other than in accordance with AXONIQ's instructions or recommendations or other than for Your internal business purposes; (iii) claims of infringement resulting from combining the Software provided hereunder with any other items not furnished by AXONIQ; (iv) modifications to the Software without the prior written consent of AXONIQ; (v) software or products supplied or



designed by You or third parties including open source software; or (vi) Your failure to use Updates, corrections or enhancements made available by AXONIQ.

(f) This Section 15 states AXONIQ's entire liability and Your sole and exclusive remedy for any infringement claim.

16. 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 Software nor any product incorporating the Software 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.

17. 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.

18. Notices

All notices required to be sent hereunder will be in writing and addressed to the address shown on the relevant Order (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 Software or the Support Services by means of a general notice on the AXONIQ portal for its products and services and notices specific to You by electronic mail to the e-mail address specified in the Order.



19. 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 LICENSEE.

20. Use of Logo's

By using our Software, 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 the request within thirty (30) days.

21. 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.



22. 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.