

AxonIQ Cloud Service Subscription Agreement

AxonIQ B.V., a Dutch corporation, with a 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 Cloud Service (the “Cloud Service”) if You agree to the terms in this Cloud Service Subscription Agreement (“Terms”). If You wish to access the Cloud Service 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 it, and agree to be bound by it. If You do not agree to any of the terms below, AxonIQ is unwilling to license the Cloud Service 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 Cloud Service.

Definitions

Agreement: this Cloud Service Subscription Agreement with AxonIQ, consisting of these Terms and any applicable Order.

“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.

“Documentation” means the user guides and manuals for the use of the Cloud Service, in so far as applicable, located at the Cloud Console and to be found at <https://cloud.axoniq.io/user/help>.

“Effective Date” means the date of the commencement of the Agreement as appears on the Order, or, in absence of an Order, the date of registration or commencement of use of the Cloud Service.

“Order” means an ordering document for the Cloud Service and Support Services agreed upon between You and AxonIQ, or as the case may be, between You and an authorized reseller of AxonIQ, or the Cloud Service selected and activated by You via the Axon Cloud Console, including selected Support Services.

“Support Services” means the applicable services provided under AxonIQ’s standard Support Services policy in effect on the date such services are provided.

“Basic Support” means the basic support which is included in the Cloud Service at no extra cost. With Basic Support you have access to the Documentation, community and telephone support during office hours CET.

“Beta Feature” means any feature of the Cloud Service which is identified by AxonIQ to be beta, experimental,

restricted release or unsupported.

“License” means the license to access and use the Cloud Service.

1. **About the Cloud Service.** The Cloud Service is a fully managed AxonServer environment, which provides messaging and storage functionality for Your applications. These messages include Commands, Events and Queries. While Commands and Queries are routed immediately to the relevant applications connected to the Cloud Service, Events are stored for later consumption by connected Applications. Users can use the User interface and APIs provided by the Cloud Console to configure Contexts and generate Application Tokens, which provide individual Applications access to these Contexts. You must register in the Cloud Console in order to be granted a license. Registered users can log-in as instructed.
2. **Registration.** To register, you must first log in by selecting one of the supported identity providers and by providing Us online with all additional information We request. As part of the registration, you must accept the terms of the Agreement.
3. **License Grant.** Subject to timely payment of all applicable fees and contingent on Your properly registering and setting up an authorized account, AxonIQ grants to You a limited, non-exclusive, revocable, non-transferable, personal, non-sublicensable license to access and use the Cloud Service commencing on the Effective Date and / or when You have completed Your application. The grant of this license is further limited as follows:
 1. The license is granted solely to You and not to any parent, subsidiary, Affiliate, or other third party, unless stated otherwise in the Order.
 2. You may not use or copy the AxonIQ Cloud Service, or any copy thereof, in whole or in part except as expressly provided in these Terms. You acknowledge that the Cloud Service and its structure, sequence, organization, as well as its 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 AxonIQ Cloud Service; (b) ; sublicense, lease, rent, or loan the AxonIQ Cloud Service, or otherwise transfer the Cloud Service or make it available to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the AxonIQ Cloud Service, 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 Cloud Service; (e) disseminate or publish any information about the performance of the Cloud Service to a third party without the prior written consent of AxonIQ; or (f) otherwise exercise rights to the Cloud Service except as expressly allowed under this Section 3.
 3. You agree to keep Your credentials that provide access to the Cloud Service, 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.
 4. You shall not use the Cloud Service 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 Cloud Service, such as access and storage restrictions. We may, but have no obligation to (a) investigate any violation of this provision or misuse of the Cloud Service, or (b) remove any data, or disable access to any resource, that violates the foregoing.

5. You shall not violate any applicable Fair Use Policy that has been made available by AxonIQ.

4. Free Services and Beta Features

If You are using the part of the Cloud Service which is offered on a free of charge basis (“Free Services”), and /or Beta Features then the following applies. Free Services and Beta Features 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 and/or Beta Features. Your sole remedy with respect to Free Services and Beta Features is termination of the use of the Free Services and/or Beta Features. Any obligations of AxonIQ to indemnify, defend or hold harmless under these Terms do not apply to Free Services and/or Beta Features.

5. Modifications.

AxonIQ reserves the right to modify the Cloud Service 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 the Cloud Console and /or by e-mail and Your access to the Cloud Service is subject to Your continuing agreement to these Terms, as they may be amended from time to time.

6. Support.

For paid services only (excluding Free Services and Beta Features): As part of the provision on the Cloud Service, AxonIQ shall make available technical 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 but in no event shall such alterations result in a material diminishment of the level of support. AxonIQ shall use commercially reasonable endeavours to make the Cloud Service available 24 hours a day, seven days a week, except for planned maintenance carried out during the maintenance window as notified on the Cloud Console; and unscheduled maintenance, in which case AxonIQ will use reasonable endeavours to give You notice in advance.

7. Third party materials.

The Cloud Service 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 7]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

1. The Agreement commences on the Effective Date or on the date you have registered and agreed to these Terms and will remain in effect during the applicable subscription term as stated in the Order, if applicable, and/or unless terminated earlier as provided below.
2. You may terminate Your use of the Cloud Service at any time for any reason by following the procedure to terminate Your account on the Axon Cloud Console to this effect. Your account will then be terminated by Us after payment of all outstanding amounts due and after You have deleted your workspace. In the case of Free Services, your workspace will be deleted immediately by Us.
3. In case of non-payment of any fees due, the Agreement may be terminated in accordance with Section 9.f.
4. 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.
5. The provisions of the Agreement that by their nature extend beyond the termination of the Agreement shall survive termination.
6. Upon expiration or termination of the Agreement, you shall cease to use the Cloud Service under these Terms.
7. Any of Your remaining data contained in the Cloud Service will be deleted within 30 days of termination and/ or expiration of Your account, unless We have agreed a different term with You. 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.

9. Orders, Fees and Payment.

1. Orders.

All Orders are subject to these Terms and are not binding until accepted by AxonIQ. Orders created by You through the AxonIQ Cloud Console are deemed accepted when AxonIQ provides access to the Cloud Service. All Orders are non-refundable except as expressly provided otherwise in these Terms.

2. Direct Orders.

Sections c to f only apply to Orders placed directly with AxonIQ. If you purchase the Cloud Service through an AxonIQ authorized reseller, You will pay the reseller for such purchase and different terms may apply.

3. Fees and Payment.

You agree to pay AxonIQ all fees incurred for your usage of the Cloud Service and any additional fees specified in an Order. Fees will be invoiced monthly in arrears based on Your actual use of the Cloud Service calculated per day. All amounts payable under this Agreement will be due within thirty (30) days from the date of invoice.

4. 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.

5. 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.

6. 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 Cloud Service 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 and Your data will be deleted in accordance with Section 8.g.

7. Modification of Fees.

AxonIQ shall be entitled to modify its fees and/or its fee structure upon renewal of an Order upon 30 days' prior notice to You. In case of absence of an Order, AxonIQ shall be entitled to modify its fees and/or fee structure at any time upon 30 days' prior notice by notification on the Cloud Console. In either case You accept such modifications by Your continued use of the Cloud Service.

10. Ownership.

1. AxonIQ or its licensors are the sole owner of all rights in the AxonIQ Cloud Service. This License is only a license and not a sale. In addition, the AxonIQ Cloud Service, including not only the Cloud Service itself but also information We disclose to You or that You otherwise learn about its functionality and performance, are the confidential information and trade secrets of AxonIQ.
2. We acknowledge and agree that, as between You and Us, You own all data that You input into the AxonIQ Cloud Service. 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 AxonIQ Cloud Service, 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 this Cloud Service (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.

11. Confidential Information.

1. 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 Cloud Service, 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 set forth 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 such steps as are 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 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. 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").
2. 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. Security and Processing of Personal Data

1. **Data Security.** We have implemented reasonable security measures to protect the data You input into the Cloud Service 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 Cloud Service in a secure place, not to divulge it to anyone, and to sign off of the Cloud Console and close Your browser when You have finished using the Cloud Service.

2. **Data Accuracy.** You are solely responsible for the input of data and the accuracy of data input into the AxonIQ Cloud. You are solely responsible for (i) the legality of the data, (ii) ensuring compliance with all privacy laws applicable to the collection and provision of the data, (iii) Your configuration and use of the Cloud Service, and (iv) 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.
3. **Data Protection Laws.** Each party shall comply with their respective obligations under applicable data protection laws. Each party shall comply with the Data Processing Addendum found at <https://lp.axoniq.io/axoniq-cloud-service-subscription-data-processing-addendum> which is hereby incorporated by reference.
4. **Usage Data.** AxonIQ may from time to time use and process data about Your use of the Cloud Service 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 Cloud Service.
5. **Backup policy.** You acknowledge that any replication of Your data will depend on the Cloud 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.

13. Warranties and Disclaimers

1. **Warranty.** Not applicable to Free Services and/or Beta Features: AxonIQ warrants that (i) it shall perform the Support Services in a professional manner and (ii) the Cloud 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 Cloud Service.

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

Disclaimer of All Other Warranties. THE WARRANTIES IN SECTION 13.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 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

14a. 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 CLOUD SERVICE, 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.

14b. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AXONIQ'S LIABILITY 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 SOFTWARE 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 ONLY 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.

15. Indemnification

1. You will indemnify, defend and hold Us and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against Us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with Us or our Affiliates to the extent that such Action is based upon or arises out of
 1. unauthorized or illegal use of the Cloud Service by You or your Affiliates,
 2. Your or your Affiliates' noncompliance with or breach of this Agreement,
 3. Your or your Affiliates' use of third-party products, or

4. the unauthorized use of the Cloud Service by any other person using your authentication credentials.
2. 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 (i) imposes an obligation on Us; (ii) requires Us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on Us without Our prior written consent.
3. By AxonIQ. For paid services only. The following does not apply to Free Services and Beta Features. AxonIQ will defend You against a third party claim (an "Indemnified Claim") that the Cloud Service 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 defence and all related settlement negotiations; and (iii) You provide AxonIQ with the assistance, information and authority necessary in order for AxonIQ to perform its obligations under this Section.
4. 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").
5. 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 Cloud Service to be non-infringing; or (ii) obtain for You a license to continue using the Cloud Service. 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 Cloud Service fee paid to AxonIQ, prorated for any portion of the term that remains from and after the effective date of such termination.
6. 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 Cloud Service provided hereunder with any other items not furnished by AxonIQ; (iv) modifications to the Cloud Service 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.
7. This Section 15 states AxonIQ's entire liability and Your sole and exclusive remedy for any claim of infringement.
16. Export Restrictions. 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 end-use and destination restrictions issued by the U.S and foreign governments to assure that neither the Cloud Service nor any direct product thereof are (i) exported, directly or indirectly, in

violation of export laws; or (ii) are intended to be used for any purposes prohibited by the export laws.

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 Act 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 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 Cloud Service 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.
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. Subject to the foregoing, this License will bind and inure to the benefit of each party's permitted successors and assigns.

AxonIQ may transfer this Agreement at any time to any of its Affiliates.
20. Governing Law and Dispute Resolution. 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.
21. 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.