

LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is entered into as of the date set forth in the Purchase Order, Statement of Work, or similar document (the “**Effective Date**”), by and between Axonius Inc., a Delaware corporation, with offices located at 330 Madison Ave., New-York NY 10017 (“**Axonius**”), and the undersigned Ordering Activity under GSA Schedule contracts (“**Company**”, “**Ordering Activity**”, or “**Customer**”). Axonius and Company are hereinafter referred to individually as a “**party**” and collectively as the “**parties**”.

WITNESS THAT:

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

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

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

1. **Definitions.** For purposes of this Agreement and all Exhibits thereto, the following capitalized terms shall have the following meaning:
 - 1.1. “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.
 - 1.2. “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.
 - 1.3. “**Documentation**” means Axonius’s user manuals, handbooks, and installation guides relating to the Solution that Axonius provides or makes available to Company in any form or medium which describe the functionality, components, features, or requirements of the Solution, including any aspect of the installation, configuration, integration, operation, or use of the Solution.
 - 1.4. “**Intellectual Property Rights**” means all worldwide, whether registered or not (a) patents, patent applications and patent rights; (b) rights associated with works of authorship, including copyrights, copyright applications, copyright restrictions, mask work rights, mask work applications and mask work registrations; (c) trademarks, trade names, service marks, logos, domain names, goodwill and trade dress; (d) rights relating to the protection of trade secrets and confidential information; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.
 - 1.5. “**Losses**” means all losses, damages, deficiencies, claims, actions, judgments, settlements, awards, , fines, costs, or expenses of whatever kind.
 - 1.6. “**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
 - 1.7. “**Solution**” means Axonius’s proprietary device management software, whether in SaaS or an instance installed on site (as set forth in Sales Order), including Documentation, and updates and upgrades that are generally made available for free by Axonius to all of its customers, but will not include other software, solutions, platforms, services or new functionality (unless otherwise agreed in writing by Axonius, in which case such other software, solutions, platforms, services or new functionality shall be

deemed part of the Solution for all purposes hereof).

- 1.8. “**Sales Order**” means any purchase order agreed in writing by the parties, identifying the Solution to be made available by Axonius pursuant to this Agreement, the subscription term, fees associated with the Solution, and any additional terms and conditions described therein.
- 1.9. “**Territory**” means worldwide, except for (i) those territories identified in Section 3(iii); (ii) the People’s Republic of China, and (iii) Russia.
- 1.10. “**Third-Party Materials**” means materials and information, in any form or medium, that are not proprietary to Axonius, including any third-party: (i) documents, data, content or specifications; (ii) any materials contemplated by Section 12.11 or other software, hardware or other products, facilities, equipment or devices; and (iii) accessories, components, parts or features of any of the foregoing.

2. **License and SLA.**

- 2.1. **License.** Subject to the terms and conditions of this Agreement (including without limitation compliance with any payment obligations) and during the subscription period set forth in Sales Order (“**Subscription Period**”), Axonius shall grant Company a limited, non-exclusive, non-transferable and non-sublicensable right to use the Solution internally, for its intended purpose, in the Territory.
- 2.2. **SLA.** During the Subscription Period, Axonius shall provide maintenance and support in accordance with the service level agreement and technical support terms set forth on **Exhibit A** hereto.
3. **Limitations on Use: Covenants.** Company shall not: (i) copy, reproduce, sell, license (or sub-license), lease, loan, assign, transfer, or pledge the Solution, or publicly perform, display or communicate, the Solution, or otherwise use the Solution in a time-sharing, outsourcing, or service bureau environment or otherwise permit any third party to do any of the foregoing; (ii) modify, disassemble, decompile, reverse engineer, revise or create any derivative works of the Solution or attempt to access or discover its source code; (iii) ship, transfer, or export the Solution or use the Solution in any manner that is prohibited by law, including without limitation, to sell, distribute, download or export the Solution: (a) into (or to a national or resident of) Cuba, Iran, Iraq, Lebanon, Libya, North Korea, Sudan or Syria, (b) to anyone on the U.S. Commerce Department’s Table of Denial Orders or U.S. Treasury Department’s list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. or Israeli government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval, or (d) otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or Israel or any foreign agency or authority. Company agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list; (iv) contest Axonius’s Intellectual Property Rights to the Axonius IPR; (v) remove or add any labels, notices or logos to the Solution; (vi) perform any act or be responsible to any omission that is illegal; (vii) use the Solution for any purpose other than as permitted by this Agreement; (viii) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Solution, such as features that restrict or monitor use of the Solution; and (ix) cause or permit any third party to do any of the foregoing.
4. **Warranties and Representations.** Each party warrants and represents to the other party that (i) it has the full corporate power and authority required to enter into this Agreement and to carry out its undertakings and obligations hereunder; (ii) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization; and (iii) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms. Company warrants and represents that it has, and will continue to have throughout the Term, all licenses and permits that are required for the conduct of its business.
5. **Intellectual Property Rights.**
 - 5.1 **Ownership.** Axonius, its Affiliates or licensors (as applicable) own all right, title, and interest in and to the Solution, including without limitation any and all data, computer code, UI, design and structure, and all modifications, enhancements and all Intellectual Property Rights related thereto (“**Axonius**

IPR”). Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14. Company acknowledges that, except for the limited license to the Solution set forth in Section 2, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise to Company or to any third party, and Company or any third party did not and shall not acquire, any right, title, or interest in, or to any part of, the Solution or Axonius IPR.

5.2 Company Cooperation and Notice of Infringement. Company shall, during the Term: (i) safeguard the Solution (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access; (ii) at Axonius’s expense, take all such steps as Axonius may reasonably require to assist Axonius in maintaining the validity, enforceability and Axonius’s ownership of the Axonius IPR; (iii) promptly notify Axonius in writing if Company becomes aware of: (a) any actual or suspected infringement, misappropriation or other violation of Axonius IPR; or (b) any claim that the Solution, including any production, use, marketing, sale or other disposition of the Solution, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and (iv) fully cooperate with and assist Axonius in all reasonable ways in the conduct of any Action by Axonius to prevent or abate any actual or threatened infringement, misappropriation or violation of Axonius’s rights in, and to attempt to resolve any Actions relating to, the Solution. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

6. Fees.

6.1 Company shall pay Axonius all fees set forth in Sales Order (“**Fees**”) in accordance with the timetables therein. An increase in unique device bandwidth usage volume as set forth in your Sales Order shall trigger a corresponding increase in fees on a pro-rated basis (“**True Up**”) and not less than once per year in accordance with the Sales Order. All payments not made when due shall bear interest at the monthly rate equal to the amount indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315 from the due date until paid.

6.2 Except as expressly provided in this Agreement, each party shall bear its own costs and expenses incurred in the course of its performance of this Agreement. All amounts due to Axonius under this Agreement shall be made in USD to Axonius’s account, free and clear from any withholdings and/or deductions of any amounts, including without limitations of any bank fees, taxes (including VAT), duties or levies whatsoever. All payments are exclusive of all charges, taxes and levies of any nature, all of which shall be borne solely by Company.

7. Disclaimer.

7.1 Axonius warrants that the Solution will, for a period of sixty (60) days from the date of Customer’s receipt, perform substantially in accordance with Solution’s written materials accompanying it. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, THE SOLUTION, INCLUDING ANY DATA THEREIN OR RESULTING THEREFROM AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. AXONIUS DOES NOT PROVIDE ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY, TIMELINESS AND/OR ACCURACY. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

7.2 AXONIUS DOES NOT WARRANT THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOLUTION.

8. Confidential Information. The parties shall comply with the provisions of the Non-Disclosure Agreement

(“NDA”) attached hereto as **Exhibit B**, or such other non-disclosure agreement executed by the parties.

9. **Indemnification.**

9.1 **Axonius Indemnification.** Axonius has the right to intervene to indemnify, defend, and hold harmless Company from and against any and all Losses incurred by Company resulting from any Action by a third party that the Solution, or any use of the Solution in accordance with this Agreement, infringes or misappropriates such third party’s Intellectual Property Rights in the Territory. This Section 9.1 does not apply to the extent that the alleged infringement arises from: (i) Third-Party Materials; (ii) combination, operation, or use of the Solution in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by Axonius or specified for Company’s use in the Documentation; (iii) modification of the Solution other than: (a) by Axonius in connection with this Agreement; or (b) with Axonius’s express written authorization and in strict accordance with Axonius’s written directions and specifications; (iv) use of any version of the Solution other than the most current version or failure to timely implement any maintenance release, modification, update, or replacement of the Solution made available to Company by Axonius; (v) use of the Solution after Axonius’s notice to Company of such activity’s alleged or actual infringement, misappropriation, or other violation of a third party’s rights; (vi) negligence, abuse, misapplication, or misuse of the Solution by or on behalf of Company, Company’s Affiliates, or a third party; (vii) use of the Solution by or on behalf of Company that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to Axonius’s instructions; (viii) events or circumstances outside of Axonius’s commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); or (ix) reserved. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9.2 **Company Indemnification.** Reserved.

9.3 **Indemnification Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 9.1 or Section 9.2. The party seeking indemnification (the “**Indemnitee**”) shall cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

9.4 **Sole Remedy.** THIS SECTION 9 SETS FORTH COMPANY’S SOLE REMEDIES AND AXONIUS’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOLUTION OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL AXONIUS ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, PERMITTED SUCCESSORS AND PERMITTED ASSIGNS (COLLECTIVELY, THE “**AXONIUS GROUP**”) BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (I) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (II) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (III) LOSS OF GOODWILL OR REPUTATION, (IV) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED SOFTWARE OR THIRD-PARTY MATERIALS, (V) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (VI) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR SUCH LOSSES OR DAMAGES WERE

OTHERWISE FORESEEABLE. THE AXONIUS GROUP AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTION OR OTHERWISE SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO AXONIUS FOR SOFTWARE, DOCUMENTATION OR SERVICES PURSUANT TO THE PURCHASE ORDER(S) GIVING RISE TO THE CLAIM. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT (IF ANY) TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION). The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

11. Term and Termination.

- 11.1. Unless earlier terminated pursuant to Section 11.2 below, the term of the Agreement shall be from the Effective Date and until the expiration of the Subscription Period (“**Term**”).
 - 11.2. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Axonius shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
 - 11.3. Upon expiration or termination of this Agreement for any reason: (i) all of Company's rights and licenses hereunder shall immediately terminate and Company shall immediately cease using the Solution (and delete it from all media); (ii) Company shall promptly erase, destroy or return to Axonius, at Axonius's election, all of Axonius's Confidential Information (as such term is defined on Exhibit B or other applicable non-disclosure agreement between the parties) and Axonius IPR held or controlled by it in any form or media; (iii), upon Axonius's request, certify to Axonius in writing that it has complied with the requirements of this Section 11.3. The following Sections shall survive termination/expiration hereof: 1, 3-10, 11.3 and 12.
12. **General.** (12.1) Waiver; Remedies. Failure of a party to insist upon the performance by the other party of any term hereof shall not be deemed a waiver of the rights of the first-mentioned party with respect thereto. All waivers must be in writing. (12.2) Notices. All notices and other communications required or desired to be communicated by one party to the other shall be in writing and shall be deemed delivered immediately when sent by email (with written confirmation of receipt), or delivered by hand or five (5) days after mailing by registered mail to the respective addresses set forth at the head of the Agreement. Provided, however, that any notice of change of address shall be effective only upon receipt. (12.3) Assignment. Neither party may assign or transfer any of its rights or obligations hereunder, except with the Government's prior approval as set forth in FAR 42.1204 or Anoxius' prior written consent not to be unreasonably withheld, conditioned or delayed. (12.4) Relationship of the Parties. The relationship established between the parties by this Agreement is solely that of independent contractors. Neither party shall be deemed to be an agent or legal representative of the other party and no employee of either party shall be considered to be an employee of the other party for any purposes whatsoever. Neither party shall be liable for any expenses incurred by the other party which arise out of or in connection with the Agreement. (12.5) Entire Agreement; Modification. This Agreement, including the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), and the Exhibits hereto, sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior discussions, agreements, representations, and understandings between them. This Agreement shall not be modified except by a written instrument signed by both parties. (12.6) Governing Law and Jurisdiction. This Agreement and any action related thereto shall be governed, controlled, interpreted, and defined by and under the Federal laws of the United States. The United Nations Convention for the International Sale of Goods is expressly excluded from this Agreement. (12.7) Severability. Any provision of this Agreement prohibited by, or

unenforceable under, applicable law shall be ineffective to the extent of such prohibition and shall be replaced by an enforceable provision to the same or the nearest possible equivalent effect. Notwithstanding the foregoing, the other provisions hereof shall continue in effect unless the ineffectiveness of any provision shall substantially affect the consideration received by either party hereunder. (12.8) Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f). (12.9) Aggregate Data. Notwithstanding anything to the contrary, Axonius may use, retain, and transfer aggregate usage and transaction data in respect of the use of the Solution for any purpose and without any restrictions or payment obligations. (12.10) No Third-Party Beneficiaries. Other than as provided in Sections 9-10, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Company and Axonius any rights, remedies or other benefits under or by reason of this Agreement. (12.11) Open Source. The Solution includes open source components the use of which is governed by, and subject to, the terms and conditions of the applicable open source licenses, which can be found here: Apache Software License Version 2.0 (<http://www.apache.org/licenses/LICENSE-2.0>), Python API for the SolarWinds Orion SDK - License (<https://github.com/solarwinds/orionsdk-python/blob/master/LICENSE>), Python SOCKS client module (<https://github.com/Anorov/PySocks>), marshmallow-jsonapi (<https://jsonapi.org>), Software from npm (<https://www.npmjs.com/policies/terms>). (12.12) Anti-Corruption. Company has not received or been offered any illegal or improper bribe, payment, gift, kickback or thing of value from any of Axonius, its Affiliates, and any of their respective employees or agents in connection with this Agreement. If Company learns of any violation of such restriction, Company shall promptly notify Axonius. (12.13) Reseller. If Company purchased the Solution from a reseller or distributor authorized by Axonius (“**Reseller**”), then to the extent there is any conflict between this Agreement and the agreement between Company and the Reseller, including any purchase order (“**Reseller Agreement**”), then, as between Company and Axonius, this Agreement shall prevail. Any rights granted to the Company in such Reseller Agreement which are not contained in this Agreement, apply only in connection with the Reseller. (12.14) Governmental Customer. If Company is part of a U.S. Government agency, department or otherwise, either federal, state or local (a “Government Customer”), then Government Customer hereby agrees and acknowledges that notwithstanding anything to the contrary herein, (i) the Solution and services are “commercial items” as defined at 48 C.F.R. 2.101, consisting of “commercial computer software”, “commercial computer software documentation” and “commercial services”; (ii) Government Customer’s technical data and software rights related to the Solution and services include only those rights specified in this Agreement, and shall be restricted in accordance with Federal Acquisition Regulation 12.212; (iii) the Solution was developed fully at private expense; and (iv) in no event shall source code be provided, licensed, or considered to be a deliverable under this Agreement. Any provisions contained in this Agreement that contradict any law applicable to a Government Customer, shall be limited solely to the extent required under such applicable law. (12.15) Interpretation. For purposes of this Agreement: (i) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; (iii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

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

Axonius, Inc.	Company [_____]
By: _____ Name: Dean Sysman Title: Chief Executive Officer Date:	By: _____ Name: Title: Date:

Exhibit A
Service Level Agreement and Technical Support

A. Service Level Agreement

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

B. Technical Support

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

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

Severity Level	Response time & Initial Status Update	Target Resolution Time ^{1,2}
1	2 business hours ³	4 business hours
2	4 business hours	24 business hours
3	4 business hours	Per case basis

¹ Resolution may take the form of a fix or workaround.

² Target Resolution Time might be longer if Company does not have remote support enabled.

³ All references to business hours in the chart refer to 8am-8pm EST on weekdays (holidays excluded).

Exhibit B
Mutual Non-Disclosure

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

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

Now therefore, in consideration of the foregoing premises and the mutual covenants hereafter set forth:

1. **Confidential Information.** The parties agree that all information disclosed by the disclosing party to the receiving party, whether oral, visual, in writing or by any other media of communication, including, but not limited to, all specifications, formulas, prototypes, computer programs (source and/or object code) and any and all records, data, ideas, methods, techniques, processes and projections, plans, marketing information, materials, financial statements, memoranda, analyses, notes, legal documents and other data, documents and information (in whatever form), as well as improvements, patents (whether pending or duly registered) and any know-how related thereto, relating to the disclosing party and information learned by the receiving party from the disclosing party through the inspection of the disclosing party's property (including notes, analyses or other documents prepared by the receiving party which contain the information furnished to the receiving party pursuant hereto), that relates to disclosing party's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information, shall be considered and referred to collectively in this Agreement as “**Confidential Information**”. Axonius recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor. When the end user is the Federal Government, neither this Agreement nor the pricing terms are confidential information notwithstanding any such markings.
2. Notwithstanding the aforementioned, Confidential Information, shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving party, (ii) was within the receiving party's possession prior to its being furnished to the receiving party pursuant hereto, as evidenced by written records or other satisfactory competent evidence, provided that the source of such information is or was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing party or any other party with respect to such information, (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not and was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing party with respect to such information or (iv) is independently developed by the receiving party without any use or reference to the Confidential Information of the disclosing party, as evidenced by written records or other satisfactory competent evidence. If the receiving party is requested or required by law or by any governmental body to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt written notice of any such request or requirement so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the absence of such protective order or waiver, the receiving party may disclose only such portion of the Confidential Information as is legally required or requested.
3. **Non-disclosure and Non-use of Confidential Information.** The receiving party agrees to accept and use Confidential Information solely for the Purpose, and that the Confidential Information shall be kept confidential and shall not be disclosed, published, or disseminated to a third party, without the disclosing party's prior written consent, or as otherwise permitted under Section 4 herein. The receiving party further agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information and in performing its duties and obligations hereunder, the receiving party agrees to use at least the same degree of care as it does with respect to its own Confidential Information of like importance but, in any event, at least reasonable care. Further, the receiving party agrees

that it shall not make any copies of the Confidential Information on any type of media, without the prior written consent of the disclosing party.

4. **Representatives.** The receiving party may disclose Confidential Information to the receiving party's employees and representatives with a need to know who are subject to confidentiality obligations not less restrictive than those set forth herein, and solely for the Purpose. The receiving party shall direct such employees and representatives to fully perform the duties and obligations hereunder, but in any event the receiving party agrees that it shall be liable for any breach of the provisions hereunder by any of its employees or representatives.
5. **Return and Destruction of Confidential Information.** The disclosing party may decide to discontinue the disclosure of Confidential Information under this Agreement at any time, for any reason or for no reason, by giving written notice to the receiving party, with immediate effect. Upon request of the disclosing party, the receiving party shall (i) return, destroy or erase any information disclosed in any tangible form, and all copies thereof on whatever physical, electronic or other media such information may be stored (other than from back-up, archival electronic storage) containing any of the Confidential Information, and (ii) provide written certification by an appropriate officer of the receiving party to this effect. The obligations set forth herein regarding confidentiality and use of Confidential Information shall survive the expiration or termination of the Agreement.
6. **No Warranty.** THE CONFIDENTIAL INFORMATION AND ANY OTHER INFORMATION IS PROVIDED BY THE DISCLOSING PARTY "AS IS", WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS, OPERABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE NON-INFRINGEMENT OF TRADEMARKS, PATENTS, COPYRIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PERSONS.
7. **No License or Joint Venture.** All Confidential Information, and any derivatives thereof is and shall remain the property of the party disclosing the said information and the parties grant no licenses, by implication or otherwise, under any patent, copyright, trademark, trade secret or other rights by disclosing Confidential Information under this Agreement. Further, this Agreement is not a joint venture or other such business arrangement; and any agreement if at all, between the parties hereto shall be set forth in subsequent written agreements, at the absolute discretion of the parties hereto.
8. **Equitable Relief.** Reserved.