



C2 Data End User License Agreement

Effective as of July 16, 2021

AXIS TECHNOLOGY, LLC

END USER SOFTWARE LICENSE AGREEMENT

***** IMPORTANT *****

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1. Definitions.



2. License.

2.1 Grant. Subject to the terms of this Agreement, Axis grants to End User a limited, non-exclusive, non-transferable license (without the right to sublicense), to use the Software for End User's internal business purposes on a single environment, unless otherwise agreed by Axis in writing.

2.2 No Reverse Engineering. End User shall have no rights to any source code for the Software. End User agrees that it shall not cause or permit the disassembly, de-compilation or reverse engineering of the Software or otherwise attempt to gain access to the source code to the Software. If applicable law requires access to source code for some purpose, such as inter-operability with other software, and End User desires access for that required purpose, End User shall notify Axis, and Axis shall have the option, in its discretion, to (i) perform the work to derive any required information at Axis' usual consulting rate, or (ii) allow End User access to source code solely for the legally required purpose.

2.3 Copying. You may make a reasonable number of copies of the Software and Documentation for archival and back-up purposes only; provided that you include on each such copy all copyright or other proprietary notices contained on the Software and Documentation.

2.4 No Modification. You may not (i) modify or alter the Software; (ii) create derivative works of the Software; (iii) decompile, disassemble or reverse engineer the Software; (iv) translate the Software; or (iv) reduce the Software by any other means to a human-perceivable form, except only to the extent that the laws of any jurisdiction in which you are authorized to use the Software specifically provide you with the right to undertake any of the foregoing actions solely to the extent necessary to achieve interoperability with other software.

2.5 Certain Other Restrictions. You may not (i) sell, rent, transfer, lend, provide or otherwise make available, or disclose to third parties, the Software or Documentation (except to independent contractors performing services directly for you and at your direction, provided that such persons are obligated to maintain the confidentiality thereof and you shall be responsible for the actions or omissions of such contractors); or (ii) remove or alter any copyright or other proprietary notices contained in the Software or Documentation. You shall maintain all copies of the Software and Documentation in a secure manner so as to reasonably prevent the unauthorized use of the Software and Documentation.

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2.7 High Risk Activities. The Software is not designed, manufactured, or intended for use in medical, nuclear, aviation, navigation, military or other high-risk activities where failure of the Software could lead directly to death, personal injury and/or substantial property damage. You agree not to use the Software for any such purposes, and Axis and its licensors and suppliers expressly disclaim and are released from any responsibility or liability for any and all damages that may be incurred due to the use of the Software in such applications. The provisions of this Section 2.7 shall inure to the benefit of any licensor or supplier of Axis and any such licensor or supplier may directly enforce the terms of this Section 2.7.

2.8 Audit Rights. Axis shall have the right (not more than once per calendar year), on its own or using an independent auditor or agent, upon ten (10) days' prior written notice to you, to access the Software to verify your compliance with the terms of the Agreement and the usage limits outlined in your order documentation. You agree to cooperate with Axis in any such audit. In the event that Axis reasonably determines that your use of the Software has exceeded that for which you are entitled, you shall promptly pay the any additional fees payable with respect to such excess use or Axis may terminate your license for the Software. All costs of such audit shall be borne by Axis; provided, however, that if any such audit reveals any material underpayment by you, the costs of such audit shall be borne by you.

2.9 Additional Restrictions. You shall not and shall not permit any third party to, (i) take any action which would cause all or any portion of the Software to be placed in the public domain or be subject to an open source license.

2.10 Reservation of Rights. Axis and its licensors reserve all rights not otherwise expressly granted in this Section 2. Any use, modification, reproduction or distribution of the Software not expressly permitted under this Agreement is hereby expressly prohibited.

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3.2 Maintenance and Support. Unless End User enters into a separate agreement with Axis or its authorized reseller which entitles End User to receive maintenance and support services for the Software, End User shall have no right to receive any corrections, enhancements, upgrades or other modifications to the Software ("**Changes**").

3.3 No Title. End User acknowledges that the license granted under this Agreement does not provide End User with title to or ownership of the Software, but only a right of limited use under the terms and conditions of this Agreement. End User shall keep the Software free and clear of all claims, liens and encumbrances.

4. Limited Warranty.

4.1 Scope of Limited Warranty.

1. Warranty; Exclusions. Axis warrants to End User that for a period of ninety (90) days from delivery of the Software to End User (the "**Software Warranty Period**"), the Software will substantially perform in accordance with its documentation. Axis' sole liability and End User's exclusive remedy under this limited warranty shall be (i) the repair or replacement of the non-conforming Software or, (ii) at Axis' option, the refund of the price paid by End User for its license to use the Software. Anything to the contrary notwithstanding, Axis shall not be responsible for any defect or malfunction resulting from (i) the use of the Software in combination with any software or hardware not provided by or expressly approved in writing by Axis; (ii) causes external to the Software, such as problems with any other software, hardware, network or other infrastructure with which the Software is used; (iii) improper or negligent use, misuse or unauthorized use of the Software; or (iv) any Software which has been altered or modified by anyone other than Axis or a party acting on Axis' behalf.

2. Notice; Conditions. The remedies set forth in Section 4.1(a) are available only if Axis is promptly notified in writing, within the applicable warranty period, upon discovery of the non-conformity by End User, and Axis' examination of the Software discloses that such non-conformity exists. This limited warranty shall not apply if the Software has been: (i) altered or modified; (ii) subjected to negligence, computer or electrical malfunction; or (iii) used, adjusted, installed or operated with an application or in an environment not recommended by Axis.

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NONINFRINGEMENT. AXIS DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT IT WILL SATISFY END USER'S REQUIREMENTS.

5. Indemnification.

5.1 Axis will defend, indemnify and hold you harmless against any third party claim, suit, action, and/or proceeding (a "**Claim**") and any costs, liabilities, losses, expenses and/or damages resulting therefrom ("**Damages**") in the event that the Software furnished and used within the scope of this Agreement infringes a United States copyright or patent, provided that: (i) you notify Axis in writing within fifteen (15) days of the claim; provided that your failure to so notify Axis shall not relieve Axis of any of its indemnification obligations unless such failure materially and adversely affects Axis' ability to investigate and defend such Claim; (ii) Axis has sole control of the defense and all related settlement negotiations; provided, that Axis may not settle any such claim in a manner that imposes any unreasonable restrictions or obligations on you without your prior written consent; and (iii) you provide Axis with the assistance, information and authority necessary to perform Axis' obligations under this section.

5.2 Anything to the contrary notwithstanding, Axis shall have no liability for any Damages or Claim of infringement based on: (i) Axis' compliance with any of your particular requirements (e.g. use of any specific process, design, product or software) set forth in any applicable specification provided by you, (ii) use of a superseded or altered release of any deliverable if the infringement would have been avoided by the use of a current unaltered release of the deliverable; (iii) the combination, operation or use of any Software licensed under this Agreement with software, hardware or other materials not furnished by Axis, if such infringement would have been avoided by the use of the Software without such software, hardware or other materials; (iv) the adaptation or modification of any deliverable without Axis' written approval, if such infringement would have been avoided by the use of the deliverable without such adaption or modification; (v) a Claim based on intellectual property owned by you or any of your affiliates, to the extent that Axis' use of such intellectual property is in connection with its performance under this Agreement; (vi) misuse of any Software or third party products; or (vii) any third party products.

5.3 In the event the Software is held to be infringing a third party's Intellectual Property rights, Axis shall have the right, at its sole discretion, to (i) modify the Software to be non-infringing; (ii) terminate the license for the Software; or (iii) terminate the license for the Software.

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5.4 THIS SECTION 5 STATES AXIS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY.

6. Limitation of Liability.

6.1 IN NO EVENT SHALL AXIS' OR ITS LICENSORS' AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY END USER TO AXIS HEREUNDER.

6.2 IN NO EVENT WILL AXIS OR ITS LICENSORS BE LIABLE TO END USER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF AXIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

6.3 THE LIMITATION ON AXIS' LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS TO AXIS FOR CLAIMS OR DAMAGES UNDER THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS OR SUITS WILL NOT ENLARGE THE LIMIT. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION UNDER OR RELATING TO THIS AGREEMENT (CONTRACT, TORT OR OTHERWISE).

7. Term and Termination.

7.1 Termination. Axis shall have the right to terminate this Agreement and the license granted herein in the event End User fails to comply with any of the terms and conditions of this Agreement and such default has not been cured within thirty (30) days after written notice of such default.

7.2 Effect of Termination. Upon termination of this Agreement, all licenses and other rights granted under this Agreement will become null and void. Within five (5) days after termination of this Agreement, End User shall return to Axis or destroy, at End User's expense, the Software, including all copies thereof. Sections 2.2-2.6 and 3-10 shall survive termination of this Agreement.

8. U.S. Government Restricted Rights.

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End User shall comply with all export and re-export restrictions, laws and regulations of the U.S. Commerce Department and other U.S. agencies and authorities.

10. General.

10.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. End User shall not assign, delegate or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, without Axis' prior written consent. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect.

10.2 Entire Agreement. This Agreement, together with any Special Terms, represents the entire agreement between the parties, and supersedes all prior agreements and understandings with respect to the matters covered by this Agreement. In the event of a conflict between this Agreement and the Special Terms, the Special Terms shall control. End User agrees that it has not entered in this Agreement based on any representations other than those contained herein. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

10.3 Governing Law. This Agreement shall in all respects be governed by the laws of the Commonwealth of Massachusetts, excluding: (i) its conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

10.4 Severability. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect.

10.5 Waiver. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

10.6 Notices. All notices and shall be delivered in person or by certified mail, postage prepaid, to the address of the

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Agreement.

10.8 No Agency; Independent Parties. Nothing contained in this Agreement shall be deemed to imply or constitute that either party is the agent or representative of the other party, or that both parties are joint ventures or partners for any purpose.

Contacting Us

If you have questions regarding this End User License Agreement please fill out our [Let's Connect](#) form or mail us at:

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