

1. Purpose

Axonis, Inc. (“**Axonis**”) designs programs for its partners (“**Programs**”) to promote Axonis’ Offerings, enhance the satisfaction of Axonis’ End Customers and augment the expertise and resources of partners. Partner’s participation in a Program is governed by (i) a Partner Acceptance Form, (ii) these Partner Terms; and (iii) the applicable Program Appendix(ices) noted in the Partner Acceptance Form. “**Offerings**” mean the specific Axonis branded offerings set forth in a Partner Acceptance Form. Axonis and Partner are collectively referred to as the “**Parties**” and may be referred to individually as a “**Party**”. “**End Customer**” is defined in the Program Appendices.

2. Renewal of Program Appendices

A Program Appendix may be amended by Axonis at the time of its renewal, provided if Partner does not agree with the terms of the new Program Appendix, Partner may elect not to renew the applicable Program Appendix.

3. Affiliate Authorizations

Partner’s Affiliate(s) may participate in a Program only upon (a) approval by Axonis, including with regard to credit terms, and (b) execution of a written participation agreement with Axonis or its Affiliate(s) to bind the Partner Affiliate to the applicable Agreement. “**Affiliate**” means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with the applicable Party, where “**control**” is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

4. Territory

Partner may participate in the Program(s) only in the Territory designated in the Partner Acceptance Form. Axonis and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g., currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a new Partner Acceptance Form or written participation agreement subject to an Agreement.

5. Fees and Taxes

Fees, if applicable, will be as indicated in each Partner Acceptance Form or Program Appendix, and will be due and payable as set forth in such Partner Acceptance Form or Program Appendix. All amounts owed under the Agreement are to be paid in U.S. Dollars, unless otherwise specified in the applicable Partner Acceptance Form. Each Party is responsible for all taxes, levies, duties, and assessments of any kind imposed by any governmental authority relating to its respective activities under an Agreement, including any sales, use, value-added, or similar taxes. In the event that any taxes are required to be withheld on payments made by one Party to the other, such Party may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, provided that such Party promptly supplies the other Party with official receipts evidencing the payment of such taxes. Each Party shall use reasonable efforts to minimize any such taxes to the extent permitted by applicable law.

6. Verifications

During the Term and for at least two (2) years thereafter, each party will keep and maintain commercially reasonable written records regarding such party’s business activities related to each Agreement (“**Records**”). Each party may, at its own expense, verify the Records to determine the other party’s compliance with each Agreement. This verification may take the form of requests for information, documents or records (to which such party will respond promptly).

7. Trademarks

7.1 The term “**Axonis Marks**” means the trademarks owned by Axonis or an Axonis Affiliate that are set forth in an applicable Program Appendix. Axonis grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Axonis Marks solely in connection with its participation in the applicable Program, without the right to sublicense. Partner agrees to use the Axonis Marks only as stated in an Agreement, and in doing so, to follow the standards of quality established by Axonis and to adhere to the trademark usage guidelines provided by Axonis from time to time and any other trademark terms contained in a Program

Appendix (the “**Axonis Trademark Guidelines**”). Any other use of Axonis Marks is not permitted. Partner will provide Axonis with representative samples of the use of Axonis Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials (“**Promotional Materials**”) for Axonis' prior written approval before such materials are published or distributed.

7.2 All goodwill created by the use of Axonis Marks by Partner is for the sole benefit of, and accrues to Axonis. Partner acquires no right, title or interest in Axonis Marks or the goodwill associated with them, other than the right to use Axonis Marks in accordance with an Agreement. Partner will not challenge the validity of Axonis Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Axonis Mark or any domain names containing an Axonis Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Axonis trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Axonis, Axonis Marks or Axonis Offerings.

8. Additional Requirements

8.1 Axonis reserves all rights not expressly granted in an Agreement and all rights not expressly granted to the Axonis Offerings. Partner will not use Axonis Offerings to create an offering competitive with Axonis, directly or indirectly, or, unless specifically permitted in an Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Axonis determines that any of the Axonis Offerings is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Axonis for Axonis Offerings, Axonis may immediately suspend performance and/or terminate an Agreement, and reserves its rights to exercise any and all legal and equitable remedies available to it.

8.2 Without limiting the generality of Section 8.1 above, Partner agrees: (i) not to modify the Axonis Offerings in any manner unless agreed to by Axonis in writing and (ii) not to use, resell, or market the Axonis Offerings in any manner or for any purpose not permitted by an Agreement, including, without limitation, for Partner’s own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law.

9. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Axonis Offerings and Axonis Marks, are and will, as among the parties, be owned by and vested in Axonis or its licensors, notwithstanding any use of terms such as “purchase,” “sale” or the like within an Agreement.

10. Limited Warranties, Limitation of Liability, Disclaimer of Damages, and Insurance

10.1 Disclaimer of Warranties. EXCEPT AS SET FORTH IN AN AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AXONIS OFFERINGS ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Axonis regarding the Axonis Offerings.

10.2 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, EACH PARTY AND ITS AFFILIATES’ AGGREGATE AND CUMULATIVE LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES ARISING OUT OF OR RELATING TO AN AGREEMENT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE TO OR FROM AXONIS AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THE APPLICABLE AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY THAT IS THE SUBJECT MATTER OF THE CLAIM.

10.3 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN AN AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL A PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS,

LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF SUCH PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 10.4 Insurance.** Partner will put in place and at all times maintain during the Term of each Agreement and for two (2) years thereafter, at its own cost, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in such Agreement. Upon request, Partner will provide Axonis certificates of insurance for all insurance coverage.

11. Publicity and Confidentiality

- 11.1 Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of an Agreement (including amounts paid or payable thereunder). Partner or Axonis may reference its relationship with the other in the normal course of business including during discussions with analysts, shareholders, potential investors, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 11.2 Confidential Information.** The parties agree that Confidential Information provided under an Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under an Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. “**Confidential Information**” means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; or (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient. The Parties agree that obligations of confidentiality will exist for a period of three (3) years following initial disclosure of the particular Confidential Information.

12. Termination

- 12.1 Term.** Each Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices under that Agreement (“**Term**”). The term of each Program Appendix is independent of the term of any other Program Appendix. “**Effective Date**” means the first date when both Parties have fully accepted or signed the Partner Acceptance Form making up part of the Agreement.
- 12.2 Termination by Axonis or Partner.** Axonis may (without prejudice to any other right or remedy) terminate an Agreement in whole or in part (including any Program Appendix and Partner’s participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Axonis breaches the terms of an Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) business days), then the other party may, by giving written notice of termination to the breaching party, terminate such Agreement (including any Program Appendix and Partner’s participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under such Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 11.2 or 13.3 hereof.
- 12.3 Effect of Agreement Termination or Expiration.** Termination or expiration of an Agreement for any reason will immediately terminate Partner’s participation in any and all Programs included in that Agreement. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Axonis Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all marketing, promotion, demonstration, sale(s) and distribution of the Axonis Offerings; (iii) cease all use of the Axonis Marks; (iv) return or destroy, at Axonis’ option, all printed materials containing Axonis Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Axonis within fifteen (15) days of such termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 9, 10, 11, 12.3 - 12.4, 13, 14,

and 15 hereof, and any payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Axonis and any End Customer.

- 12.4 No Compensation.** Upon termination or expiration of this Agreement for any reason or at any time, Axonis will have no obligation to Partner (except as Axonis otherwise may be liable to Partner for Axonis' material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill.

13 General Provisions

- 13.1 Governing Law and Venue.** Any claim, controversy or dispute arising out of or related to this Agreement is governed by the substantive laws of the State of New York. To the extent permissible by law, the terms of the United Nations Convention on Contracts for the International Sale of Goods will not apply, even where adopted as part of the domestic law of the country whose law governs the Agreement. Any claim, controversy or dispute arising out of, or in connection with, or with respect to the validity, interpretation and/or enforcement of the Agreement, including the breach, will be settled exclusively in the state or federal courts of New York County, New York.
- 13.2 Notices.** All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by e-mail with non-automated confirmation of receipt; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/email address indicated by Partner to Axonis in writing; For Axonis: Axonis, Inc., Attn: General Counsel; Email: legal@axonis.ai.
- 13.3 Anti-Corruption Laws.** Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause Axonis to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders or owners, limited or general partners, or officers or directors ("**Partner Officials**") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Axonis in writing. Partner will not permit its partners to do anything that would violate or cause Axonis to violate any law or regulation including the Anti-Corruption Laws. If Axonis believes that Partner (or any of its partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Axonis may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.
- 13.4 No Assignment.** This Agreement is only assignable by Partner with Axonis' prior written consent. Any assignment made by Partner without Axonis' prior written consent will be void and Axonis will not be required to recognize the assignment. Axonis may assign any or all of its rights or obligations hereunder without the prior approval of Partner. At the request of Axonis, Partner will execute any papers or documents reasonably necessary to give effect to such assignment. Partner shall promptly notify Axonis of any material change to its ownership structure.
- 13.5 Independent Contractor.** Partner and Axonis are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.
- 13.6 Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of god, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This Section does not relieve either Party of its obligation(s) to make payments.

14. Miscellaneous.

- 14.1** All headings contained in an Agreement are inserted for identification and convenience, and will not be deemed part of an Agreement for purposes of interpretation.
- 14.2** If any provision of an Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of an Agreement.
- 14.3** The delay or failure of either Party to exercise any rights in an Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced.
- 14.4** Each Agreement will constitute the exclusive terms and conditions with respect to the subject matter of such Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of an Agreement. Each Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of such Agreement are contained in such Agreement. If there is a conflict between the Partner Terms, and any applicable Partner Acceptance Form, Program Appendix, or any other Program literature, the terms will be interpreted in the following order (1) the Partner Acceptance Form, (2) the applicable Program Appendix, (3) the Partner Terms, and (4) any other Program literature.
- 14.5** Except as otherwise provided in Section 2, an Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to such Agreement.
- 14.6** Each Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the Parties.
- 14.7** The Parties acknowledge that they have each reviewed and participated in settling the terms of each Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of such Agreement.

15. Waiver of Jury Trial.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO EACH AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.