

Axiom Disaster Recovery — Government Licensing Terms

Version 1.0

1. Scope & Definitions

These Government Terms supplement and control over any conflicting terms where procurement rules require. Capitalized terms have the meanings in the Standard Terms unless modified herein.

2. License; Non-Exclusivity

Non-exclusive, non-transferable license for agency use only. No implied rights.

3. Sovereign Immunity; Indemnity

- Nothing in this Agreement waives sovereign immunity where it cannot be waived by law.
- Indemnification obligations are limited to the extent permitted by applicable law.

4. Records; FOIA/Public Records

- Provider is not the custodian of Customer records; Customer is responsible for FOIA/public records responses.
- Provider will reasonably assist with export tools and logs.

5. Data Residency; Security

- Data may be hosted in U.S. regions selected by the agency; Gov-Cloud/On-Prem options available.
- Security documentation, SOC2, and optional DPA are available under NDA; agency may conduct reasonable security reviews.

6. Accessibility & Non-Discrimination

Provider will make commercially reasonable efforts toward WCAG 2.1 AA conformance; Provider complies with applicable non-discrimination statutes.

7. Termination for Non-Appropriation

Agency may terminate without penalty if funding is not appropriated, with written notice and cessation of use.

8. Disputes; Law; Venue

Governing law, venue, and dispute resolution per agency rules and the Order Form.

9. Order of Precedence

Order Form → Government Terms → Standard Terms → Documentation.

10. Contact

Questions: legal@axiomdr.com