

Axiom Disaster Recovery — Standard Licensing Terms

Version 1.0

1. Definitions

“Software” means the DisasterSight platform and related modules; “Customer” means the entity named on the Order Form; “Order Form” means the mutually executed document that specifies commercial terms; other capitalized terms have the meanings set forth in these Terms.

2. License Grant & Use

- Provider grants Customer a non-exclusive, non-transferable, limited license to access and use the Software during the Term, solely for Customer’s internal operations.
- Seats are named unless otherwise specified on the Order Form; shared logins are prohibited.
- Customer will not: reverse engineer, decompile, or circumvent technical controls; use the Software to build a competing service; or remove proprietary notices.

3. Deployment Options

- Essentials (SaaS): multi-tenant cloud.
- Professional (Dedicated Tenant): isolated database and keys.
- Enterprise/Gov-Cloud/On-Prem: single-tenant or Customer-managed environment.

4. Support & Service Levels

- Essentials: business-hours support; target availability 99.5%.
- Professional: 24x7 P1; SLA 99.9%.
- Enterprise/Gov-Cloud/On-Prem: custom SLAs per Order Form.
- Planned maintenance windows will be announced in advance.

5. Security & Compliance

- MFA, RBAC, encryption in transit and at rest.
- Annual penetration testing; security documentation available upon request.
- Optional: DPA/SOC2 package under NDA.

6. Data; Privacy; Backups

- Customer retains all rights in Customer Data.
- Provider processes Customer Data as a processor solely to deliver the Services.
- Backups are retained per the Order Form and data retention schedule.

7. Fees & Payment

- Fees are invoiced per the Order Form; net-30 unless otherwise stated.

- Late payments may incur the lesser of 1.5%/mo or the maximum allowed by law.
- Taxes and government charges are Customer's responsibility, excluding Provider's income taxes.

8. Term & Termination

- Initial Term and renewals per Order Form; either party may terminate for material breach not cured within 30 days of notice.
- Upon termination or expiration: access ceases; Customer may export data for 30 days.

9. Warranties; Disclaimers

- Provider warrants it will deliver the Services in a professional manner and substantially in accordance with documentation.
- EXCEPT AS EXPRESSLY STATED, THE SOFTWARE IS PROVIDED "AS IS."

10. Indemnity

- Provider will defend Customer against third-party claims alleging that the Software infringes a U.S. IP right, and will pay damages finally awarded; remedies may include modification, replacement, or refund and termination for the affected portion. Exclusions apply for combinations not provided by Provider or use in violation of the Terms.
- Customer will defend Provider from claims arising from Customer Data or unlawful use of the Software.

11. Liability Cap

EXCEPT FOR CONFIDENTIALITY, IP INFRINGEMENT INDEMNITY, OR WILLFUL MISCONDUCT, NEITHER PARTY'S AGGREGATE LIABILITY EXCEEDS 12 MONTHS OF FEES PAID OR PAYABLE UNDER THE APPLICABLE ORDER FORM.

12. Confidentiality

Each party will protect the other's Confidential Information using reasonable care and use it only as necessary to perform under the Agreement.

13. Export; Anti-Corruption

Each party will comply with applicable export controls and anti-corruption laws in connection with the Agreement.

14. Miscellaneous

- Governing law and venue per Order Form.
- Assignment only with consent, not unreasonably withheld (except to an affiliate or in connection with a merger, acquisition, or sale).
- Order of precedence: Order Form → DPA (if any) → these Terms → Documentation.

15. Contact

Questions: legal@axiomdr.com