



TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SERVICE OFFERED BY KOGNITOS, INC. ("KOGNITOS"). BY MUTUALLY EXECUTING ONE OR MORE SERVICE ORDERS WITH COMPANY WHICH REFERENCE THESE TERMS (EACH, A "SERVICE ORDER") OR BY ACCESSING OR USING THE SERVICES IN ANY MANNER, YOU ("YOU" OR "CUSTOMER") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL SERVICE DESCRIPTIONS, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT; IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR ENTITY, REFERENCES TO "CUSTOMER" AND "YOU" IN THIS AGREEMENT, REFER TO THAT ORGANIZATION OR ENTITY. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. SCOPE OF SERVICE AND RESTRICTIONS

1.1 Access to and Scope of Service. Subject to Kognitos' receipt of the applicable Fees with respect to the service specified in the corresponding Service Description (the "Service"), Kognitos will use commercially reasonable efforts to make the Service available to Customer as set forth in this Agreement. Subject to Customer's compliance with the terms and conditions of the Agreement, Customer may access and use the Service as specified in the Service Description. "Service Description" means the applicable description available on the Kognitos website or a Service Order describing the applicable Kognitos Service and the use limitations, Fees, use period, and associated limitations.

1.2 Trials. If Customer is accessing or making use of the Service on a trial basis or no-fee basis as identified in the corresponding Service Description (the "Trial"), Customer may use the Service during the Trial provided such use does not exceed the scope of Service set forth in the corresponding Service Description.

1.3 Restrictions. Customer will use the Service only in accordance with all applicable laws, including, but not limited to, rules and regulations related to data and personally identifiable information. Customer agrees not to, and will not allow any third party to: (i) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the underlying structure, ideas, or algorithms of the Service or any software used to provide or make the Service available; or (iii) rent, resell or otherwise allow any third party access to or use of the Service.

1.4 Templates and Output. Kognitos may make available to Customer certain templates for use in connection with the Service ("Kognitos Templates"). Customer may use Kognitos Templates as specified in the Documentation, provided that such use is solely in connection with the Service. Customer's use of the Kognitos Templates may result in modifications to the same ("Customer Templates"). Kognitos makes no representations and assumes no liability with respect to Customer Templates, and Customer's use of the same is at the Customer's sole risk.

1.5 Ownership. Kognitos retains all right, title, and interest in and to the: the Service, Documentation, Kognitos Confidential Information; any improvements to and derivative works of the same; Kognitos Templates; and all other intellectual property created, used, provided, or made available by Kognitos under or in connection with the Service (collectively, "Kognitos IP"). Customer may from time to time provide suggestions, comments, or other feedback to Kognitos with respect to the Service or Documentation ("Feedback"). Customer shall, and hereby does, grant to Kognitos a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use the Feedback for any purpose.

1.6 Software. To the extent Kognitos makes any Kognitos proprietary software available to Customer in connection with the Service, Kognitos hereby grants to Customer, and Customer hereby accepts from Kognitos, a limited, non-exclusive, non-transferable, non-assignable and non-sublicensable license to: run such software solely as necessary to use of the Service and as described in the applicable Service Description. Customer agrees that, it shall not: (a) exceed the scope of the licenses granted in Section 1.5; (b) distribute, sublicense, assign, delegate, rent, lease, sell, time-share or otherwise transfer the benefits of, use under, or rights to, the license granted in Section 1.5; (d) reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure or algorithms underlying the software, except to the extent required to be permitted under applicable law; (e) modify, translate or create derivative works of the software; (f) remove any copyright, trademark, patent or other proprietary notice that appears on the software or copies thereof; or (g) combine or distribute any of the software with any third party



software that is licensed under terms that seek to require that any of the software (or any associated intellectual property rights) be provided in source code form (e.g., as “open source”), licensed to others to allow the creation or distribution of derivative works, or distributed without charge.

1.7 Customer Data. Customer is solely responsible for Customer Data including, but not limited to: (a) compliance with all applicable laws and this Agreement; (b) any claims relating to Customer Data; and (c) any claims that Customer Data infringes, misappropriates, or otherwise violates the rights of any third party. Customer acknowledges and agrees that Customer Data may be irretrievably deleted after fifteen (15) days following a termination or expiration of this Agreement.

1.8 Use of Customer Data. Customer authorizes Kognitos to use Customer Data as necessary to provide the Service or Kognitos Support to Customer. For purposes of this Agreement, “**Customer Data**” shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein.

1.9 Telemetry Data. Notwithstanding anything to the contrary, Kognitos collect and use Telemetry Data for Kognitos’ to monitor the performance and operation of the Service, to provide Kognitos Support to Customer, to determine Fees applicable with respect to Customer’s use of the Service, to make improvements to the Service, and for related purposes. “**Telemetry Data**” means data submitted to, collected by, or generated by Kognitos in connection with the performance and operation of, and Customer’s use of the Service.

1.10 Personal Data. Customer acknowledges and agrees that any personal information subject applicable personal data laws and regulations (“**PII**”) submitted to the Service by Customer or otherwise accessed or processed by Kognitos in connection with the Service is subject to the Kognitos Data Processing Agreement (the “**DPA**”), and Customer shall agree to the terms and conditions of the DPA prior to submitting any PII to the Service.

1.11 Support. To the extent Kognitos support is specified in the applicable Service Description, Kognitos will use commercially reasonable efforts to provide support for the Service according to the Kognitos Support Policy available at the Kognitos website (“**Kognitos Support**”).

1.12 Third Party Services. Kognitos may make available to Customer certain integrations (“**Integrations**”) designed to allow for the exchange of data between the Service and services made available by third parties (each a “**Third Party Service**”). Third Party Services may include, by way of example, generative artificial intelligence services, large language model services, and related services. Customer acknowledges and agrees that the use of Third Party Services and the resulting output (“**Output**”) are subject to the terms and conditions made available by the corresponding service provider (the “**Third Party Terms**”). To the extent Customer makes use of a Third Party Service, Customer consents to and authorizes the transfer of Customer Data from the Service to the Third Party Service. Customer’s use of any Third Party Service or Output is subject to the applicable Third Party Terms, not the terms and conditions of this Agreement. Accordingly, notwithstanding anything to the contrary, Kognitos is not liable with respect to any Third Party Service or Output.

1.13 Service Suspension. Kognitos may suspend Customer’s access to or use of the Service as follows: (a) immediately if Kognitos reasonably believes Customer’s use of the Service may pose a security risk to or may adversely impact the Service; (b) immediately if Customer become insolvent, has ceased to operate in the ordinary course, made an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (c) following thirty (30) days written notice if Customer is in breach of this Agreement or any Service Description (and has not cured such breach, if curable, within the thirty (30) days of such notice); or (d) Customer has failed to pay Kognitos the Fees with respect to the Service. If any amount owing by Customer is thirty (30) or more days overdue (or 10 or more days overdue in the case of invoices to be paid by credit card), Kognitos may, without limiting any rights and remedies, accelerate Customer’s unpaid fee obligations to become immediately due and payable, and suspend the provision of the Service to Customer until the overdue amounts are paid in full.



2. FEES, TAXES, AND AUTHORIZED RESELLERS

2.1 Fees. Customer shall pay to Kognitos the fees as set forth in each applicable Service Description (the “Fees”) and will provide accurate and updated billing contact information.

2.2 Invoicing Terms. Kognitos will invoice Customer according to the billing frequency stated in the Service Description. Invoices are due pursuant to the corresponding Service Description. If any invoiced amount is not received by Kognitos by the due date, then without limiting Kognitos’ rights or remedies: (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and (b) Kognitos may condition future renewals and orders on different payment terms.

2.3 Taxes. Any and all payments made by Customer in accordance with this Agreement are exclusive of any taxes that might be assessed by any jurisdiction. Customer shall pay or reimburse Kognitos for all value-added, sales, use, property, and similar taxes; all customs duties, import fees, stamp duties, license fees and similar charges; and all other mandatory payments to government agencies of whatever kind, except taxes imposed on the net or gross income of Kognitos. All amounts payable to Kognitos under this Agreement shall be without set-off and without deduction of any taxes, levies, imposts, charges, withholdings or duties of any nature which may be levied or imposed, including without limitation, value added tax, customs duty and withholding tax.

2.4 Authorized Resellers. Customer may purchase subscriptions to the Service through a third party authorized in writing by Kognitos to resell subscriptions to the Service (an “Authorized Reseller”). Service subscriptions resold to Customer by an Authorized Reseller (each a “Resale Transaction”) are subject to the terms and conditions of this Agreement, other than Sections 2.1, and 2.2. Customer will pay the Authorized Reseller the applicable fees according to the payment terms, fees, refund rights (if any), and associated commercial terms determined by and between Customer and the corresponding Authorized Reseller.

3. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on the Effective Date and unless terminated earlier according to this Section 3, will end on the last day of the term specified in the Service Description (the “Term”). Unless otherwise specified in the Service Description, each Service Description will renew automatically at the end of the applicable term (each such renewal, a “Service Renewal”), unless either party provides to the other advance written notice with respect to non-renewal at least thirty (30) days prior to the end of the then current term. Customer acknowledges and agrees that each Service Renewal shall be subject to the then-current, on-demand standard use rates, unless otherwise specified in the applicable Service Description.

3.2 Termination. This Agreement and the Service Descriptions hereunder may be terminated: (a) by either party if the other has materially breached this Agreement, within thirty (30) calendar days after written notice of such breach to the other party if the breach is remediable or immediately upon notice if the breach is not remediable; or (b) by Kognitos upon written notice to Customer if Customer (i) has made or attempted to make any assignment for the benefit of its creditors or any compositions with creditors, (ii) has any action or proceedings under any bankruptcy or insolvency laws taken by or against it which have not been dismissed within sixty (60) days, (iii) has effected a compulsory or voluntary liquidation or dissolution, or (iv) has undergone the occurrence of any event analogous to any of the foregoing under the law of any jurisdiction.

3.3 Effect of Termination. Upon any expiration or termination of this Agreement, Customer shall (i) immediately cease use of the Service, and (ii) return all Kognitos Confidential Information and other materials and information provided by Kognitos. Any termination or expiration shall not relieve Customer of its obligation to pay all Fees accruing prior to termination. If the Agreement is terminated due to Section 3.2 (a), Customer shall pay to Kognitos all Fees set forth in the corresponding Service Description(s).

3.4 Survival. The following provisions will survive termination of this Agreement: Sections 1.4 (Ownership), 3.3 (Effect of Termination), Section 3.4 (Survival), Section 4 (Confidentiality), Section 7 (Limitation of Liability), Section 8 (Miscellaneous).

4. CONFIDENTIALITY

During the term of this Agreement, either party may provide the other party with confidential and/or proprietary materials and information ("**Confidential Information**"). All materials and information provided by the disclosing party and identified at the time of disclosure as "Confidential" or bearing a similar legend, and all other information that the receiving party reasonably should have known was the Confidential Information of the disclosing party, shall be considered Confidential Information. This Agreement is Confidential Information, and all pricing terms are Kognitos Confidential Information. The receiving party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of the disclosing party. The receiving party will only use the Confidential Information internally for the purposes contemplated hereunder. The obligations in this Section shall not apply to any information that: (a) is made generally available to the public without breach of this Agreement, (b) is developed by the receiving party independently from and without reference to the Confidential Information, (c) is disclosed to the receiving party by a third party without restriction, or (d) was in the receiving party's lawful possession prior to the disclosure and was not obtained by the receiving party either directly or indirectly from the disclosing party. The receiving party may disclose Confidential Information as required by law or court order; provided that, the receiving party provides the disclosing with prompt written notice thereof and uses the receiving party's best efforts to limit disclosure. At any time, upon the disclosing party's written request, the receiving party shall return to the disclosing party all disclosing party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof.

5. INDEMNIFICATION

5.1 Indemnification by Customer. Customer will defend, indemnify, and hold Kognitos, its affiliates, suppliers and licensors harmless and each of their respective officers, directors, employees and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim with respect to: (a) Customer Data; (b) breach of this Agreement or violation of applicable law by Customer; or (c) alleged infringement or misappropriation of third-party's intellectual property rights resulting from Customer Data.

5.2 Indemnification by Kognitos. Kognitos will defend, indemnify, and hold Customer harmless from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from claims by a third party that Customer's use of the Service directly infringes or misappropriates a third party's intellectual property rights (an "**Infringement Claim**"). Notwithstanding anything to the contrary, Kognitos shall have no obligation to indemnify or reimburse Customer with respect to any Infringement Claim to the extent arising from: (a) the combination of any Customer Data with the Service; (b) the combination of any products or services, other than those provided by Kognitos to Customer under this Agreement, with the Service; or (c) non-discretionary designs or specifications provided to Kognitos by Customer that caused such Infringement Claim. Customer agrees to reimburse Kognitos for any and all damages, losses, costs and expenses incurred as a result of any of the foregoing actions.

5.3 Notice of Claim and Indemnity Procedure. In the event of a claim for which a party seeks indemnity or reimbursement under this Section 5 (each an "**Indemnified Party**") and as conditions of the indemnity, the Indemnified Party shall: (a) notify the indemnifying party in writing as soon as practicable, but in no event later than thirty (30) days after receipt of such claim, together with such further information as is necessary for the indemnifying party to evaluate such claim; and (b) the Indemnified Party allows the indemnifying party to assume full control of the defense of the claim, including retaining counsel of its own choosing. Upon the assumption by the indemnifying party of the defense of a claim with counsel of its choosing, the indemnifying party will not be liable for the fees and expenses of additional counsel retained by any Indemnified Party. The Indemnified Party shall cooperate with the indemnifying party in the defense of any such claim. Notwithstanding the foregoing provisions, the indemnifying party shall have no obligation to indemnify or reimburse for any losses, damages, costs, disbursements, expenses, settlement liability of a claim or other sums paid by any Indemnified Party voluntarily, and without the indemnifying party's prior written consent, to settle a claim. Subject to the maximum liability set forth in Section 7, the provisions of this Section 5 constitute the entire understanding of the parties regarding each party's

respective liability under this Section 5, including but not limited to Infringement Claims (including related claims for breach of warranty) and each party's sole obligation to indemnify and reimburse any Indemnified Party.

6 WARRANTY AND DISCLAIMER

6.1 Warranty. When used by Customer in accordance with the provisions of this Agreement and in compliance with the Service documentation published by Kognitos at the following URL: www.docs.kognitos.com (the "Documentation"), the Service will conform in material respects, to the Documentation during the Term.

6.2 Exclusive Remedies. Customer shall report to Kognitos, pursuant to the notice provision of this Agreement, any breach of the warranties set forth in this Section 6. In the event of a breach of warranty by Kognitos under this Agreement, Customer's sole and exclusive remedy, and Kognitos' entire liability, shall be prompt correction of any material non-conformance in order to minimize any material adverse effect on Customer's business.

6.3 Disclaimer of Warranty. Kognitos does not represent or warrant that the operation of the Service (or any portion thereof) will be uninterrupted or error free, or that the Service (or any portion thereof) will operate in combination with other hardware, software, systems, or data not provided by Kognitos, except as expressly specified in the applicable Documentation. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, KOGNITOS MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE OR SERVICES, OR THEIR CONDITION. KOGNITOS IS FURNISHING THE WARRANTIES SET FORTH IN SECTION 6.1 IN LIEU OF, AND KOGNITOS HEREBY EXPRESSLY EXCLUDES, ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, THIRD PARTY SERVICES, CUSTOMER TEMPLATES AND OUTPUT.

7. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL KOGNITOS BE LIABLE FOR ANY, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. KOGNITOS'S LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE DESCRIPTION DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

8. MISCELLANEOUS

8.1 Export Control. Customer hereby certifies that Customer will comply with all current applicable export control laws applicable to Kognitos Confidential Information, Customer's use of the Service, and Customer Data. Customer agrees to defend, indemnify and hold Kognitos harmless from any liability for Customer's violation of any applicable export control laws.

8.2 Compliance with Laws. Customer shall comply with all applicable laws and regulations in its use of the Service and with respect to Customer Data, including without limitation the unlawful gathering or collecting, or assisting in the gathering or collecting of information in violation of any privacy laws or regulations. Customer shall, at its own expense, defend, indemnify and hold harmless Kognitos from and against any and all claims, losses, liabilities, damages, judgments, government or federal sanctions, costs and expenses (including attorneys' fees) incurred by Kognitos arising from any claim or assertion by any third party of violation of privacy laws or regulations by Customer or any of its agents, officers, directors or employees.

8.3 Assignment. Neither party may transfer and assign its rights and obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Kognitos may transfer and assign its rights under this Agreement without consent from the other party in connection with a change in control, acquisition or sale of all or substantially all of its assets.

8.4 Force Majeure. Neither party shall be responsible for failure or delay in performance by events out of their reasonable control, including but not limited to, acts of God, Internet outage, terrorism, war, fires, earthquakes and



other disasters (each a “**Force Majeure**”). Notwithstanding the foregoing: (i) Customer shall be liable for payment obligations for Service rendered; and (ii) if a Force Majeure continues for more than thirty (30) days, either party may terminate this agreement upon written notice to the other party.

8.5 Notice. All notices between the parties shall be in writing and shall be deemed to have been given if personally delivered or sent by registered or certified mail (return receipt), or by recognized courier service.

8.6 No Agency. Both parties agree that no agency, partnership, joint venture, or employment is created as a result of this Agreement. Customer does not have any authority of any kind to bind Kognitos.

8.7 Governing Law. This Agreement and all matters relating to this Agreement shall be construed in accordance with and controlled by the laws of the State of California, without reference to its conflict of law principles. The parties agree to submit to the non-exclusive jurisdiction and venue of the courts located in Santa Clara, California and hereby waive any objections to the jurisdiction and venue of such courts.

8.8 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. Any term or provision of this Agreement held to be illegal or unenforceable shall be, to the fullest extent possible, interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof shall not be affected. In the event of a conflict between this Agreement and the Service Description document, the terms of this Agreement shall control.

DATE: July 1, 2025