



COGNITUS

Master Services Agreement



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Cognitus Europe Terms & Conditions

These Terms and Conditions (“Terms and Conditions”) are entered into by and between Cognitus Europe as specified in [xx] and Client as of the Effective Date set forth in the Statement of Work (SoW). Unless otherwise set forth in the SoW, each SoW executed between Cognitus Europe and Client is subject to the then-current version of the Agreement.

1. Definitions

“Acceptable Use Policy” means Cognitus Europe’s Acceptable Use Policy for the applicable Service(s) published by Cognitus Europe at <https://www.cognitusconsulting.com/europe/legal/>.

“Agreement” means, collectively, the SoW, the Work Packages set forth in the SoW and these Terms and Conditions, in that order for precedence.

“Affiliate(s)” means an entity controlled by, under common control with, or controlling a party, where control is denoted by having (directly or indirectly) more than fifty percent (50%) of the voting power (or equivalent) of the applicable entity. The Service(s) may be performed by Cognitus Europe or any of its Affiliates.

“Business Contact Information” means contact information (such as name, title, business mailing addresses, email address, or phone number) regarding the other party’s employees, contractors, clients, suppliers, as well as other persons interacting with a Service(s), which has been collected or received by a party in the ordinary course of business for the purpose of maintaining a business relationship as further described in these Terms and Conditions.


“Business Day” means each weekday except when any such weekday occurs on an observed public holiday in the United Kingdom or the Netherlands.

“Client” means the individual, the company or legal entity named in the SoW.

“Client Data” means all data and any information that Client provides or authorizes access to, or inputs into the Service(s), including, but not limited to, Network Data and Client Personal Data.

“Client Personal Data” means Client-owned or controlled personal data provided by or on behalf of Client to Cognitus Europe or an Cognitus Europe Affiliate or subcontractor for processing in connection with the Service(s). Unless prohibited by applicable Data Protection Laws, Client Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.





“Data Protection Laws” means all applicable data protection and privacy laws, as amended and replaced from time to time, that apply to the processing of personal data for a particular Service(s), including, as applicable, the EU General Data Protection Regulation 2016/679 (“GDPR”), the Federal Data Protection Act of 19 June 1992 (Switzerland), the UK Data Protection Act 2018 (DPA 2018) and the UK General Data Protection Regulation (“UK GDPR”) and others.

“Cognitus Europe” means the Cognitus Europe B.V. and/or its affiliates or the entity named in the SoW.

“Cognitus Software” means the software ordered by the Client in the Purchase Order and/or SoW.

“Fees” means the fees payable by Client for the Service(s) as further set forth in these Terms and Conditions.

“Governing Laws” mean, Netherlands Law or by deviation the law stated in the SoW.

“Information Security Incident” means a breach of Cognitus Europe’s security leading to the accidental or unlawful destruction, loss, alteration or unauthorized acquisition, disclosure, misuse or access to unencrypted Client Personal Data transmitted, stored or otherwise processed by Cognitus Europe. The foregoing does not include any of the following where there has been no unauthorized access to Client Personal Data: (a) pings and other broadcast attacks on firewalls or edge servers; (b) port scans; (c) unsuccessful log-on attempts; (d) denial of service attacks; (e) packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers); or (f) similar incidents.


“SoW” means a services SoW and/or statement of work that confirms the Client’s purchase of its Subscription to the Service(s).

“Network Data” means data that Cognitus Europe or its Affiliates process, collect, retain and use in order to configure the Service(s), to provide the Service(s), and/or in connection with Client’s use of and access to the Service(s), including but not limited to time of transaction, User IP address, username, URL, URL category, status (success or error), file type, filter result (allowed or denied), virus ID, and other metadata (e.g. browser software used), and any other network traffic (and related data) sent to or received from Client through use of and access to the Service(s), in detail and/or in an aggregated form.

“Service(s)” means the Service(s) purchased by Client (as set forth in the SoW), and provided or managed by Cognitus Europe, or its Affiliates, including any Service Component(s), and for which the Work Package is published together with these Terms and Conditions at www.CognitusEurope.com/us-en/support/security/legal-terms (or successor URL) which may also include Cognitus Software.

“Permissions” mean all necessary consents, permissions, as well as notices and authorizations necessary for the processing and onward transfer by Cognitus Europe of Client Personal Data which is required to perform the Service(s), including the transfer of Client Personal Data outside of the country of origin and any of the foregoing, as applicable,





from Client employees or third parties; valid consent from or notice to concerned data subjects; and authorizations from regulatory authorities, employee representative bodies or other competent third parties.

“Service Component(s)” means certain enabling software and/or hardware peripheral(s) and associated documentation which may be provided by Cognitus Europe as an incidental part of the Service(s).

“Service Description” means Cognitus Europe’s description of the Service(s)’ features, including, but not limited to, any service-specific additional terms and requirements, and any accompanying service level agreements published by Cognitus Europe at <https://www.cognitusconsulting.com/europe/legal/>.

“Subscription” means, a fixed term right to access, use and/or benefit from the Service(s) during the Subscription Term subject to the terms of the Agreement.

“Subscription Term” means the period of time for which a Subscription is valid, as set forth in the SoW.

“Sub-processors” means the Cognitus Europe Affiliates, other than the Cognitus Europe contracting entity set out in the SoW, and the third parties authorized under the terms of the Agreement to have access to and process Client’s Personal Data in order to provide a portion of the Service(s).

The terms “controller”, “data subject”, “de-identification”, “personal data”, “process”, “processing”, “processor”, “pseudonymize”, “sale”, “service provider”, and “supervisory authority” as used in these Terms and Conditions have the meanings given in the applicable Data Protection Laws, as relevant.

2. Use of Service


2.1. Delivery; Right to Modify.

Cognitus Europe will perform the Service(s) in accordance with the Agreement. Cognitus Europe may modify the Service(s) and/or the corresponding Work Package at any time: (i) due to changes in applicable laws or industry standards; and (ii) for any other reason, if the modification does not materially reduce the level of performance, functionality, security or availability of the Service(s) during the Subscription Term.

2.2. Internal Use/Client Affiliates.

Client’s Subscription to access and use the Service(s) and/or a Service Component(s) during the Subscription Term is on a limited, non-exclusive, non-transferable basis, solely for Client’s internal business purposes and strictly in accordance with the terms of the Agreement, including without limitation: (i) use of the Service(s) and/or a Service Component(s) in accordance with the Acceptable Use Policy; and (ii) use of the Service(s) up to the Meter amount for which Client purchased such Service(s) (as set forth in the SoW).





In the event of non-compliance with the foregoing by Client, Cognitus Europe reserves the right to suspend all or part of the Service(s) during such non-compliance or terminate the affected Service(s) in accordance with these Terms and Conditions.

2.3. Restrictions.

Client shall not, and may not cause or permit others to: (i) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish or copy any part of the Service(s) and/or a Service Component, unless permitted by applicable law for interoperability purposes; (ii) access or use the Service(s) and/or a Service Component to build or support, directly or indirectly, products or services competitive to Cognitus Europe; or (iii) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Service(s) and/or a Service Component to any third party except as permitted by the Agreement.

2.4. Use of Metadata.

Client acknowledges and agrees that Cognitus Europe shall retain any indicators of compromise, malware, anomalies, or other metadata found as part of, or related to the performance of the MxDR Services (“Metadata”) for the purposes of gathering and compiling security event log data to look at trends and real or potential security threats, improving and developing Cognitus Europe’s security products and services, preparing and distributing statistical reports related to security trends and data patterns, internal research, and for providing general security related services. Accordingly, Cognitus Europe may analyze, copy, store, and use such Metadata provided that such Metadata is compiled or combined in an aggregated and de-identified manner that will not in any way reveal the Metadata as being attributable to Client nor individuals.


2.5. Client Configurations

Client shall provide Cognitus Europe with information reasonably required to allow Cognitus Europe to provision and deliver the Service(s) or Cognitus Europe’s delivery of the Service(s) may be delayed or prevented. Client acknowledges and agrees that Client is solely responsible for selecting Client configurations and assuring that the selection conforms to Client’s policies and procedures and complies with all applicable laws and regulations in jurisdictions in which Client is accessing the Service(s). Delivery of the Service(s) does not include Client configurations, nor policies and procedures implemented and set by Client that are available during the Subscription Term. Client assumes full responsibility to back-up and protect Client Data against loss, damage, or destruction.

2.6. Client Obligations

Client is solely responsible for obtaining all approvals, consents and Permissions required by any third parties or applicable law to use the Service(s). Cognitus Europe is not in default of its obligations if it cannot provide the Service(s) if approvals, consents or Permissions have not been obtained or any third party or applicable law otherwise prevents Cognitus





Europe from providing the Service(s). Client is responsible for its account information, passwords and other login credentials and must notify Cognitus Europe immediately of any known unauthorized possession or use of Client's credentials.

3. Subscription Term

3.1. Subscription Term

Client's Subscription Term shall commence on the 'Start Date' and automatically end on 'End Date' as set forth in the SoW, unless otherwise terminated by either party as set forth below. In the event there is no End Date stated in the SoW the Subscription Term shall be twelve calendar months after which the Subscription Term shall automatically be renewed unless terminated by giving written notice by one of the parties three months before the end of the Subscription Term.

3.2. Termination

A Subscription may be terminated by either party: (i) if the other party breaches any material term of the Agreement and such breach remains uncorrected for thirty (30) days following written notice; (ii) immediately, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business; or (iii) as otherwise set forth in a SoW.

3.3. Effect of Termination

Termination of a Subscription will be without prejudice to any rights or liabilities accrued as of the date of termination. Cognitus Europe is entitled to invoice and Client agrees to pay for all Service(s) provided up to the effective date of termination, and all invoices shall become immediately due and payable on the effective date of termination. Any provision of the Agreement which is intended to survive expiration or termination of a Subscription will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, governing law, and Client payment obligations accrued prior to termination.

3.4. End of Service(s) Availability

Cognitus Europe will provide twelve (12) months' notice of the last date of the availability of the Service(s) unless a shorter period is set forth in a Service Description. Cognitus Europe will provide such notification to Client's reseller, then-current business or technical contact, or by publication on the administrator portal for the Service(s), as applicable. Once the Service(s) is no longer available, Client will no longer have access to or use of the Service(s).





4. Invoices

If Client ordered the Service(s) from an authorized reseller, then all provisions related to pricing, invoicing, fees, payments and taxes shall be as agreed between Client and such authorized reseller and Cognitus Europe will not be liable for any agreement between Client and any authorized reseller. Accordingly, the following terms shall only apply in the event that Client orders the Service(s) directly from Cognitus Europe:

4.1. Invoices

Cognitus Europe reserves the right to invoice immediately upon the execution of a SoW for the Service(s) between Cognitus Europe and Client. If Client is required to issue Cognitus Europe with a purchase order document ("PO"), in order for Cognitus Europe to process Client's payment of an invoice, then such PO must include sufficient detail to allow Cognitus Europe to accept and accurately fulfil Client's order for the Service(s). Any terms and conditions set forth in such PO will not be binding upon Cognitus Europe, unless expressly incorporated into the SoW. The invoicing schedule for the Service(s) will be as described in the SoW. Cognitus Europe reserves the right to begin invoicing Client, even if Cognitus Europe cannot provide the Service(s) due to Client act, omission or failure to provide required information.

4.2. Fees and Payment


Client will pay the Fees for its Subscription within thirty (30) days from the date of invoice unless otherwise mutually agreed to in writing by the parties. All Fees are exclusive of taxes and expenses, which are additional. If any sum is not paid by the due date, Cognitus Europe reserves the right, without prejudice to any other remedy, to: (i) charge interest on such overdue sum on a day to day basis from the due date until paid in full the lesser of one percent (1%) per month or the maximum rate permitted by applicable law; and/or (ii) suspend the provision of the Service(s) upon five (5) days prior notice, until paid in full.

Unless otherwise specified in the SoW, Cognitus Europe shall be entitled to vary annually any or all of such rates in accordance with the variation of the Dutch Services Producer Price Index figure for "Computer Consultancy Services" as published by the Dutch Central Bureau for Statistics (CBS) or any successor index.

4.3. Taxes

Client is responsible for all taxes, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Service(s) or other items provided under the Agreement, excluding tax imposed on Cognitus Europe's net income and withholding taxes. Cognitus Europe will invoice applicable taxes as a separate line item. If a transaction is exempt from tax, Client will provide Cognitus Europe with a valid exemption certificate or other evidence of such exemption in a form acceptable to Cognitus Europe in advance of the applicable invoice





date. If Client is required by law to withhold any tax from your payment to Cognitus Europe, Client will provide Cognitus Europe with original or certified copies of all tax payment receipts or other evidence of payment of taxes by Client with respect to transactions under the Agreement. If Client fails to provide Cognitus Europe with such tax payment receipts, if applicable, then Client will reimburse Cognitus Europe for any fines, penalties, taxes and other governmental agency charges resulting from such failure.

5. Limited Warranty

Cognitus Europe warrants that its Service(s) will be performed in a good and workmanlike manner, in accordance with the Agreement. The preceding are the only warranties concerning the Service(s), any deliverables or materials or the agreement, and are made expressly in lieu of all other warranties, conditions and representations express or implied, including any implied warranties of, fitness for a particular purpose, merchantability, title, informational content, systems integration, non-infringement, interference with enjoyment or otherwise. Without limiting the generality or applicability of the foregoing, Cognitus Europe does not represent, warrant, or covenant that the Service(s) performed under the agreement will: (a) detect or identify all security or network threats to, or vulnerabilities of Client's networks or other facilities, assets, or operations; (b) prevent intrusions into or any damage to client's networks or other facilities, assets, or operations; (c) return control of client or third party systems where unauthorized access or control has occurred; or (d) meet or help client meet any industry standard or any other requirements including the payment card industry data security standard. These disclaimers shall only apply to the extent permitted by applicable law.

6. Intellectual Property

Client acknowledges and agrees that the Service(s), Service Component(s) and related processes, instructions, methods, and techniques are owned by or have been developed by Cognitus Europe and/or its licensors, and that the same shall remain the sole and exclusive property of Cognitus Europe and/or its licensors. Client may not reverse engineer the Service(s) or Service Component(s). Client will not assert any rights in Cognitus Europe's intellectual property or data. Cognitus Europe will not assert any ownership rights in Client Data.

Ownership for specifically developed works. With effect from the date that payment in full for the Services has been received by Cognitus Europe all intellectual property in the specifically developed works as stated in the SoW shall vest in Client. At the request and expense of Client, Cognitus Europe shall do all such things and sign all documents or instruments reasonably necessary to enable Client to obtain, defend and enforce its rights in the specifically developed works.



7. Indemnification

7.1. Cognitus Europe will defend, indemnify, and hold Client harmless against any claims asserting that the Service(s) infringe any patent, copyright, trademark, or trade secret of a third party, and will pay any and all damages finally awarded by a court and actually paid by Client, or agreed to in a final settlement by Cognitus Europe and attributable to such claim. Cognitus Europe's obligations under this Section are subject to Client not having compromised or settled such claim and doing the following: (i) notifying Cognitus Europe of the claim in writing, as soon as Client learns of it; (ii) providing Cognitus Europe with all reasonable assistance and information to enable Cognitus Europe to perform Cognitus Europe's duties under this Section; and (iii) allowing Cognitus Europe and its Affiliates sole control of the defense and all related settlement negotiations. Notwithstanding the foregoing, Client may participate at its expense in the defense of any such claim with Client's own counsel, provided that Cognitus Europe and its Affiliates retain sole control of the claim. Client has the right to approve any settlement that affirmatively places on Client an obligation that has a material adverse effect on Client other than the obligations to cease using the affected Service(s) or to pay sums indemnified under this Section. Such approval will not be unreasonably withheld.

7.2. If the Service(s) are found to infringe, or if Cognitus Europe determines in Cognitus Europe's sole opinion that the Service(s) are likely to be found to infringe, then Cognitus Europe will either: (i) obtain for Client the right to continue to use the Service(s); or (ii) modify the Service(s) (including, if applicable, any Service Component(s)) so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, and in the case of infringing Service Component(s), Client will stop using any infringing version of such Service Component(s)); or, if Cognitus Europe determines in its sole opinion that "(i)" and/or "(ii)" are not reasonable, Cognitus Europe may (iii) terminate Client's rights and Cognitus Europe's obligations under the Agreement with respect to such Service(s), and in such case shall refund to Client the pre-paid fees for the relevant Service(s). Notwithstanding the above, Cognitus Europe will not be liable for any infringement claim to the extent that it is based upon: (a) modification of the Service(s) other than by Cognitus Europe; (b) combination, use, or operation of the Service(s) with products not specifically authorized by Cognitus Europe to be combined with the Service(s); (c) use of the Service(s) other than in accordance with the Agreement; or (d) Client's continued use of infringing Service(s) after Cognitus Europe, for no additional charge, supplies or offers to supply modified or replacement non-infringing Service(s).

7.3. This section states Client's sole and exclusive remedy and Cognitus Europe's sole and exclusive liability with respect to claims of infringement or misappropriation of any intellectual property.



8. Confidentiality

8.1. “Confidential Information” means, for purposes of the Agreement, the non-public information provided by a party (“Discloser”) to the other party (“Recipient”) related to the business opportunities between the parties, provided that such information is: (i) identified as confidential at the time of disclosure by the Discloser, or (ii) if the initial disclosure is not in written or other tangible form, the Confidential Information will be so identified at the time of disclosure and reduced to written or other tangible form, appropriately marked and submitted by the Discloser to the Recipient as soon as reasonably practicable thereafter, but no later than thirty (30) days after disclosure. Confidential Information of Cognitus Europe shall include product architecture, product research and development plans, non-public financial data and roadmaps, whether marked as confidential or not. A Recipient may use the Confidential Information that it receives from the Discloser solely for the purpose of performing activities contemplated under the Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient will not disclose the Confidential Information to any third party. A Recipient will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its affiliates, agents and subcontractors with a need to know in order to fulfill the purpose of the Agreement, under a nondisclosure agreement at least as protective of the Discloser’s rights as this Agreement.

8.2. This Section imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge other than by breach of the Agreement; (ii) was in the Recipient’s possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) is independently developed by the Recipient without use of the Confidential Information.

8.3. The Recipient may disclose the Discloser’s Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (ii) discloses only as much of the Confidential Information as is required.

8.4. Each party will retain all right, title and interest to such party’s Confidential Information. The parties acknowledge that a violation of the Recipient’s obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions. Subject to the terms of the Agreement: (i) Discloser may request the return of Confidential Information; (ii) or upon termination or completion of the Agreement or any Service(s), Recipient will either return (if technically feasible to do so) or destroy the Confidential Information and upon request of Discloser, will certify such destruction. Notwithstanding the

foregoing and provided that such information is protected in accordance with the terms of the Agreement, the Recipient may continue to maintain copies of Confidential Information: (a) that is included in its data backup, which will be destroyed in accordance with the Recipient's data retention policies; or (b) as required to comply with applicable law, which will be destroyed when such obligation is met.

9. Data Protection

9.1. Roles of the Parties; Compliance with Data Protection Laws

Each party will comply with the requirements of the Data Protection Laws as applicable to such party with respect to the processing of the Client Personal Data.

9.1.2. Client warrants to Cognitus Europe that Client has and will maintain during the Subscription Term all necessary rights (including lawful legal basis (as applicable)) and Permissions to provide the Client Personal Data to Cognitus Europe for the processing to be performed in relation to the Service(s), and that Client has provided all necessary notices, as required under the relevant Data Protection Laws in relation to the processing of the Client Personal Data. If Cognitus Europe is acting as a subcontractor to Client, Client warrants to Cognitus Europe that Client's instructions with respect to the Client Personal Data have been authorized by the applicable data owner/controller, including the appointment of Cognitus Europe as another processor.

9.1.3. Cognitus Europe will process the Client Personal Data only in accordance with the terms of the Agreement, unless otherwise required by applicable law.

9.1.4. Cognitus Europe is a service provider and/or processor with respect to the Client Personal Data and Client is an owner and/or controller or processor, as applicable, of the Client Personal Data.

9.1.5. Unless otherwise expressly agreed: (i) the subject matter and duration of the processing; (ii) the nature and purpose of the processing; and (iii) the type of personal data and categories of data subjects involved shall be as set forth in the applicable Service Description.

9.1.6. Cognitus Europe will promptly notify Client if Cognitus Europe determines, in its reasonable business judgment, that the continued use or provision of the Service(s) will cause Client, the controller of Client Personal Data or Cognitus Europe to be in violation of the applicable Data Protection Laws. In such event, the parties will work together in good faith to resolve such issue in a timely manner. In no event will either party be required to perform any activity that violates the applicable Data Protection Laws.



9.2. Disclosure and Use of Client Personal Data

9.2.1. When providing or making available Client Personal Data to Cognitus Europe, Client will only disclose or transmit Client Personal Data that is necessary for Cognitus Europe to perform the applicable Service(s).

9.2.2. Following expiration or termination of the provision of Service(s) relating to the processing of Client Personal Data, or at Client's request, Cognitus Europe will (and will require that its Sub-processors) promptly and securely to delete (or return to Client) all Client Personal Data (including existing copies), unless otherwise required or permitted by applicable laws. Unless otherwise agreed, Cognitus Europe will comply with Client's deletion instruction as soon as reasonably practicable and within a maximum period of one hundred and eighty (180) days.

9.2.3. All Cognitus Europe personnel, including subcontractors, authorized to process the Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.

9.2.4. Client agrees that execution of the Agreement by Cognitus Europe shall be deemed to constitute any certification that is required under applicable Data Protection Laws to the restrictions on sale, retention, use, or disclosure of Client Personal Data.

9.3. Security of Client Data

Each party shall implement appropriate technical, physical and organizational security measures to safeguard Client Personal Data from unauthorized processing or accidental loss or damage, as further described in the applicable Work Package (the "Client Data Safeguards"). Taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, Cognitus Europe's implementation of and compliance with the Client Data Safeguards is designed to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data.

9.4. Documentation, Audits and Inspections

Cognitus Europe will make available to Client information that Client reasonably requests to demonstrate Cognitus Europe's compliance with its obligations in this Section and will submit to Client's reasonable audits and inspections in accordance with a mutually agreed process designed to avoid disruption of the Service(s) and protect the Confidential Information of Cognitus Europe and its other clients. As required by applicable law, Cognitus Europe shall inform Client if, in Cognitus Europe's opinion, any of Client's audit instructions infringes upon any applicable Data Protection Law. Client will be solely responsible for determining whether the Service(s) and the Client Data Safeguards will meet Client's needs, including with respect to any Data Protection Laws.



9.5. Data Subject and Supervisory Authority Requests

As required by applicable law, and taking into account the nature of the Service(s) provided, Cognitus Europe shall provide assistance as reasonably requested:

9.5.1. with respect to Client's obligations to respond to requests from Client's data subjects as required under applicable Data Protection Laws. Cognitus Europe will not independently respond to such requests from Client's data subjects, but will refer such data subjects to Client, except where required by applicable Data Protection Laws; and


9.5.2. if Client needs to provide information (including details of the Service(s)) to a competent supervisory authority, to the extent that such information is solely in the possession of Cognitus Europe or its Sub-processors.

9.6. Data Protection Impact Assessments

As required by applicable law and taking into account the nature of the Service(s) provided and the information available to Cognitus Europe, Cognitus Europe shall provide Client with assistance as reasonably requested with respect to Client's obligations to conduct privacy /data protection impact assessments with respect to the processing of Client Personal Data as required under applicable Data Protection Laws.

9.7. Sub-processors

9.7.1. Client generally authorizes the engagement of Cognitus Europe's Affiliates as Sub-processors and specifically authorizes the engagement of third parties as Sub-processors, including Cognitus Europe's third-party cloud provider(s) as set forth in the applicable Service Description. Cognitus Europe shall remain fully liable for the performance of the Sub-processors in accordance with the terms of the Agreement and shall contractually require (including via standard contractual clauses, sub-processing agreements or, with respect to Affiliates, intra-company agreements) any such Sub-processors to comply with data protection obligations that are at least as restrictive as those Cognitus Europe is required to comply with under the Agreement. In the event Cognitus Europe makes any changes or additions to the list of Sub-processors, Cognitus Europe shall provide notice of any changes or additions as set forth in the applicable Service Description. Client may object to any changes or additions to the list of Sub-processors in writing within ten (10) business days following Cognitus Europe's notice of such changes or additions to the list of Sub-processors. In the event of such objection by Client, Cognitus Europe will work in good faith with Client to address Client's concerns and if feasible for Cognitus Europe, Cognitus Europe shall make further adjustments at Client's sole cost and expense. If Client's objection is based on the proposed Sub-processor's inability to comply with agreed data protection obligations, Client may, as a sole and exclusive remedy, object to such change by terminating the applicable Subscription upon written notice to Cognitus Europe, provided that Client provides such notice within ninety (90) days of receiving Cognitus Europe's notice of such change or addition.



9.7.2. For avoidance of doubt and without prejudice to the rights of any data subjects, any data transfer agreements (including but not limited to any Standard Contractual Clauses approved by the competent supervisory authorities), that the parties or their Affiliates may enter into in connection with the Service(s), will be considered part of the Agreement and the liability terms set forth in these Terms and Conditions will apply to all claims arising from any data transfer agreements (including but not limited to any Standard Contractual Clauses approved by the competent supervisory authorities).

9.8. Cross-Border Transfers of Client Personal Data

9.8.1. Client hereby acknowledges and agrees that, for the purposes of performing the Service(s), Client Personal Data may be transferred outside the country where Client Personal Data originates from and that the destination countries might not provide an adequate level of protection for personal data as required by the applicable Data Protection Laws (“Third Countries”).

9.8.2. To protect Client Personal Data being transferred to Third Countries in connection with the provision of the Service(s), where required by applicable Data Protection Laws, Client shall execute or, as applicable, procure that the relevant Client Affiliates execute a data transfer agreement (including but not limited to any Standard Contractual Clauses for the transfers of personal data to processors approved by competent regulatory authorities) with the relevant Cognitus Europe or third-party entity(ies), acting as data importer(s), to ensure that the Client Personal Data is adequately protected, unless a data transfer agreement is indicated as already executed by Cognitus Europe in the Service Description. The transfer of Client Personal Data to Third Countries contemplated by the Service(s) and the applicable transfer mechanisms are, where applicable specified in the relevant Service Description.

9.8.3. In the event that the transfer mechanisms agreed by the parties are amended, replaced, or cease to be authorized as a means to provide “adequate protection” with respect to transfers of Client Personal Data, the parties will work together expeditiously and in good faith to establish another valid transfer mechanism and/or implement supplementary measures as needed to establish appropriate safeguards for such data.

9.9. Information Security Incidents

Cognitus Europe shall maintain procedures to detect and respond to Information Security Incidents. If an Information Security Incident occurs which may reasonably compromise the security or privacy of Client Personal Data, Cognitus Europe will promptly notify Client without undue delay. Cognitus Europe will cooperate with Client in investigating the Information Security Incident and, taking into account the nature of the Service(s) provided and the information available to Cognitus Europe, provide assistance to Client as reasonably requested with respect to Client’s breach notification obligations under any applicable Data Protection Laws.



9.10. Use of Business Contact Information. Privacy Statement

Each party consents to the other party using its Business Contact Information for contract management, payment processing, service offering, and business development purposes related to the Agreement and such other purposes as set out in the using party's global data privacy policy (copies of which shall be made available upon request). For such purposes, and notwithstanding anything else set forth in the Agreement with respect to Client Personal Data in general, each party shall be considered a data controller with respect to the other party's Business Contact Information and shall be entitled to transfer such information to any country where such party's global organization operates. Anytime Cognitus Europe processes additional personal data for its own purposes in the context of the Services performed under the Agreement, the privacy statement referred to in the relevant Work Package shall govern such processing of personal data.

9.11. Changes in Laws

In the event of: (i) any newly enacted Data Protection Law; (ii) any change to an existing Data Protection Law (including generally-accepted interpretations thereof); (iii) any interpretation of a new or existing Data Protection Law by Client; or (iv) any material new or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Cognitus Europe is delivering the Service(s) to Client, the parties shall agree upon how Cognitus Europe's delivery of the Service(s) will be impacted and shall make equitable adjustments to the terms of the Agreement and the Service(s).

10. Limitation of Liability

10.1. Nothing in the Agreement shall exclude or limit: (i) Cognitus Europe's liability for death or personal bodily injury to the extent caused by its negligence; (ii) Cognitus Europe's indemnification obligations outlined in these Terms and Conditions; or (iii) any other liability which cannot be excluded by law.

10.2. To the maximum extent permitted by applicable law and regardless of whether any remedy set forth in the agreement fails of its essential purpose, in no event will Cognitus Europe or its licensors be liable to Client, whether in contract, tort (including negligence) statute or otherwise, for: (i) any costs of procurement of substitute or replacement goods and services, loss of profits, diminution in stock price or reputational harm, loss of or corruption to data, business interruption, loss of production, loss of revenues, loss of contracts, loss of goodwill, anticipated savings, wasted management and staff time; whether (in any such case) arising directly or indirectly out of the agreement or use of the service(s), and whether or not Cognitus Europe or its licensors have been advised such damages or losses might occur; or (ii) any other special, consequential, incidental or indirect damages.



10.3. Subject to Sections 10.1 and 10.2, to the extent permitted by applicable law, Cognitus Europe and its Licensor's total aggregate liability for all claims arising under or in connection with the agreement whether in contract, tort (including negligence), statute or otherwise, regardless of the theory of liability, is limited to the greater of the fees actually paid or payable for the service(s) giving rise to the claim during the twelve (12) months before the cause of action arose.

11. Verification

No more than one (1) time per calendar year, Cognitus Europe may conduct a verification to confirm the quantity of Client's use and compliance with restrictions under the Agreement. Upon thirty (30) days' written notice, Client agrees to provide Cognitus Europe with information reasonably required to support this verification. In addition to information provided by Client, Cognitus Europe may conduct the verification through analysis of collected data and on-site review of Client's records. On-site reviews will be: (i) at Cognitus Europe's expense; and (ii) during Client's normal business hours. Cognitus Europe may engage a third party to complete the verification. Neither Cognitus Europe nor any third-party will require direct access Client's computing systems. Cognitus Europe will provide Client with a verification report with details on any noncompliance and the corresponding purchase required to resolve any non-compliance. Client agrees to contact its reseller or Cognitus Europe within thirty (30) days of receipt of the verification report to receive a quote and complete the required purchase. Cognitus Europe will require the order to include, as applicable, Service(s) Fees, reinstatement costs, and interest. Interest is at the rate of one and one-half percent (1.5%) per month or the highest interest rate allowed by law, whichever is lower, from the date on which any amount became due. Previously agreed upon discounts will not apply to compliance orders.

12. Trial Service(s)

If Client is provided the Service(s) for trial purposes, the trial period will commence and end on the date specified in the SoW ("Trial Period"). During the trial period, Client may access and use the Service(s) solely for Client's internal evaluation only. Either party may terminate the Trial Period upon three (3) calendar days' prior written notice to the other party. After the Trial Period expires, Client may request to continue using the Service(s) only upon purchase of a Subscription via a SoW. Cognitus Europe has no obligation to provide any training or support service for the Service(s) during the Trial Period, but Cognitus Europe may do so at its sole discretion. During the trial period, Service(s) are provided to client solely on an "as available" and "as is" basis, and Cognitus Europe disclaims all Warranties, Conditions, Guarantees, and Liability in connection with all Service(s). Client assumes all risk of use of Service(s) during the Trial Period. Where legal liability cannot be excluded, but may be limited, the liability of Cognitus Europe, its licensors, and/or suppliers shall be limited to the sum of ten thousand EURO (EUR 10.000) in the aggregate for all claims and causes of action.



13. Scope of Services

13.1. Cognitus Europe can provide subscription-based on-demand online services using software developed and delivered by Cognitus or partners for testing and impact analysis of changes made to the Customer Systems, as detailed and agreed between the parties within the applicable Subscription Order ("**Service(s)**"). Subject to the terms herein, Cognitus hereby grants the Customer a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to access and use the Cognitus Software and Services during the Subscription Term solely for the purpose set forth herein.

13.2. Cognitus reserves the right to modify, change, update, enhance, improve, remove, replace, add or make any other changes to, or discontinue, or cease, temporarily or permanently, the Cognitus Software or any part and content (such as infrastructure, security, technical configurations, etc.), provided however, that such modification will not result in a material reduction in the level of performance or availability of the applicable Services provided to the Customer for the duration of the Subscription Term, unless Cognitus provides the Customer with appropriate notice. Notwithstanding the above, the Customer is required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "**Patches**") necessary for the proper function and security of the Services, as such Patches are generally released by Cognitus from time to time.

13.3. If applicable, Cognitus may make available to Customer certain other features or services for trial during the Subscription Term ("**Trial Services**"). Trial Services will be presented to Customer on an "as is" and "as available" basis, and Cognitus will not provide technical or other support or offer any warranties regarding such Trial Services.

13.4. Customer will be provided with certain number of Authorized Users, as agreed in the Subscription Order, which are assigned to the Customer online account and dashboard ("**Account**"). Except as otherwise agreed to in writing, the total number of Authorized Users will not exceed the number outlined in the Subscription Order.

13.5. It is hereby agreed that Cognitus is not responsible for any harm caused by Customer's Authorized Users, including individuals who were not authorized to have access to the Cognitus Software but who were able to gain access because usernames, passwords or accounts were disclosed. The Customer is responsible for all activities that occur under the Customer and the Customer's Authorized Users' usernames, passwords or Accounts or as a result of the Customer or the Customer's Authorized Users' access to the Cognitus Software and Services, and agree to notify Panay promptly of any unauthorized use.

13.6. The Customer shall not, and shall not allow others, including the Authorized Users, directly or indirectly, to: (i) interfere, attempt to interfere with, compromise Cognitus Technology integrity or security or decipher any transmissions to or from the servers and codes running the Cognitus Software; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cognitus Software in whole or in part; (iii) run, transfer or upload invalid data, viruses, worms, malicious code or other software agents through the use of the Cognitus Software; (iv) bypass the measures Cognitus may use to prevent or restrict access to the Cognitus

Software; (v) use the Cognitus Software for any illegal, immoral, or unauthorized purpose , or any usage that could give rise to civil liability or other lawsuit; (vi) use the Cognitus Software in a manner that violates or infringes any third party rights , including but not limited to, privacy rights, publicity rights or intellectual property rights; and (vii) copy, crawl, index, cache or store any information derived by the Customer's access or use of the Cognitus Software which is not Customer Data or Deliverable.

13.7. Failure to comply with the obligations set forth herein, may result, at Cognitus's sole discretion, in the suspension of the Customer's access to the Account, without derogating from any other remedy Cognitus may be entitled to under the Agreement or applicable law.

14. General

14.1. Cognitus Europe is an independent contractor and shall not be deemed Client's employee or agent. Non-solicitation. During the term of the applicable Work Order and for one year thereafter, neither party will solicit or hire the other party's employees without prior consent to do so.

14.2. Cognitus Europe has the right to subcontract the performance of the Service(s) to its Affiliates or third parties, provided that Cognitus Europe remains responsible for the contractual obligations according to the Agreement.


14.3. All notices, except for cancellation of Service(s), will be in writing and addressed to the receiving party's current business contact, as stated in the SoW, with a cc: to the General Counsel/Legal Department of the receiving party or as updated by either party in writing. Notices shall be effective upon receipt and shall be deemed received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address; or (iii) if delivered by overnight mail, on the first business day after delivery at proper address.

14.4. Client may not assign the rights granted under the Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Cognitus Europe's prior written consent. Such consent will not be unreasonably withheld or delayed.

14.5. Neither party will be liable for any delays or failures to perform due to causes beyond that party's reasonable control (including a force majeure event). Without limiting the foregoing, to the extent Client fails to perform any of its responsibilities described in the Agreement, Cognitus Europe shall be excused from failure to perform any affected obligations under the Agreement and, in the event of delay, be entitled to a reasonable extension of time considering the particular circumstances, and a reasonable reimbursement of cost. Each party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.

14.6. The Governing Laws, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The parties will make good faith efforts to resolve within thirty (30) days any dispute in connection with





the Agreement by escalating it to higher levels of management. In the event that Client fails to pay, when due, an amount equal or greater to one month's average Fees under any SoW, then Cognitus Europe will be permitted to suspend performance until such time as the matter in dispute is resolved.


Governing Jurisdiction. If any dispute arises in connection with this Agreement the parties will attempt to settle it by good faith negotiations. In the event that the dispute is not settled by negotiation, a party to the dispute may give to the other party a dispute notice specifying the dispute and requiring resolution under this Clause ("Dispute Notice"). Upon the receipt of such notice, the parties must submit the dispute to their respective chief executive officer or chief executive partner (as the case may be) for resolution. If the dispute remains unresolved ten (10) Business Days after the Dispute Notice is received, the parties must immediately submit the dispute to a mediation process which shall be completed within twenty (20) Business Days after the mediator's appointment. The mediation will be conducted by a mediator to be mutually agreed by the parties, or failing agreement within five (5) Business Days, by a mediator selected by the Stichting Geschillen Oplossing Automatisering (Foundation for the resolution of ICT disputes). If the parties have not settled the dispute by mediation within (20) days from the initiation of the mediation, the dispute shall be referred to, and finally resolved by arbitration under the Rules of the Stichting Geschillen Oplossing Automatisering (Foundation for the resolution of ICT disputes), the Rules are deemed to be incorporated by reference into this Clause. It is agreed that (i) the Tribunal shall consist of one arbitrator who is to be an attorney of at least ten (10) years call with knowledge in software licensing and consulting); (ii) in default of the parties' agreement as to the arbitrator, the appointing authority shall be the Rotterdam Court; (iii) the place of arbitration shall be Rotterdam; and (iv) the language of the arbitration shall be English.

14.7. If any provision of the Agreement is found partly or wholly illegal or unenforceable, such provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions will remain in full force and effect. A waiver of any breach or default under the Agreement will not constitute a waiver of any other right for subsequent breach or default. No person other than a party to the Agreement will be entitled to enforce any term of it except as expressly provided in the Agreement.

14.8. Each party will retain responsibility for compliance with all laws and regulations applicable to their respective businesses.

Force Majeure. Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party). Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the said circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. Save where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the





parties shall be those conferred and imposed by the other terms of this Agreement and by law):

A. Any costs arising from such delay shall be borne by the party incurring the same;

B. Either party may, if such delay continues for more than 8 weeks, terminate this Agreement forthwith on giving notice in writing to the other in which event neither party shall be liable to the other by reason of such termination;

C. Both parties will in any event use all reasonable endeavors to mitigate the impact of any event of force majeure and to recommence performance of their obligations under this Agreement as soon as reasonably possible.

14.9. The terms of the Agreement are the complete and exclusive agreement between the parties with respect to the subject matter of the Agreement, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the parties regarding such subject matter. Neither party shall rely on any pre- contractual statements or representations not included in the Agreement. The Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Client, even if signed and returned. If the Agreement is translated in any language other than the English language, and in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.

END OF TERMS AND CONDITIONS

