



COGNISCO

Cognisco End User Licence Agreement

Prepared for: [COMPANY NAME]
Date: Date Month Year
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Cognisco Platform End User Licence Agreement

Please read this end user licence agreement (“**eula**”) carefully before using the Cognisco software (the “**MyKnow software**”).

This end user licence agreement (the “**licence**”) is a legal agreement between you and Cognisco in respect of your use of the MyKnow software.

The terms of this licence includes, in particular, warranties and limitations on liability at clauses 5 and 6.

if you do not agree to the terms of this licence, you must not access the MyKnow software. By using the MyKnow software, you agree to the terms and conditions of this licence which will bind you and your personnel, employees, staff, contractors and anyone else accessing the MyKnow software on your behalf or via your systems.

1. Contracting Entities

- 1.1 References throughout this EULA to “**Cognisco**”, “**we**”, “**our**”, or “**us**” will relate to Cognisco Limited, a company registered in England and Wales under company number 03592269, with our registered office at Part Unit B, Ground Floor, Trent House University Way, Cranfield, Bedford, England, MK43 0AN.
- 1.2 Reference throughout this EULA to “**you**” or “**your**” refers to any person using the MyKnow Software.

2. Grant And Scope Of Licence

- 2.1 In consideration of payment of the licence fee and you agreeing to abide by the terms of this Licence, we grant you a non-exclusive, non-transferable and non-sublicensable licence to use the MyKnow Software on the terms of this Licence.
- 2.2 You may:
 - 2.2.1 download, install and use the MyKnow Software for your internal business purposes only:
 - (a) on one central processing unit if the Licence is a single-user licence; or
 - (b) if the Licence is a multi-user or network licence, by the number of concurrent users agreed;
 - 2.2.2 receive and use any free supplementary software code or update of the MyKnow Software incorporating “patches” and corrections of errors as may be provided by us from time to time.
- 2.3 We license use of the MyKnow Software to you on the basis of this Licence. We do not sell the MyKnow Software to you. We shall remain the owners of the MyKnow Software at all times.

- 2.4 Your use of the MyKnow Software shall at all times be conditional upon full payment of all licence fees by you.

3. Restrictions

- 3.1 You shall not, and shall not authorise any third party to:
- 3.1.1 copy the MyKnow Software except where such copying is incidental to normal use of the MyKnow Software, or where it is necessary for the purpose of back-up or operational security;
 - 3.1.2 rent, lease, sell, sub-license, loan, transfer, distribute, translate, merge, adapt, vary or modify the MyKnow Software or any copy to any other person or entity;
 - 3.1.3 make alterations to, or modifications of, the whole or any part of the MyKnow Software, nor permit the MyKnow Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 3.1.4 disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the MyKnow Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Myknow Software with another software program, and provided that the information obtained by you during such activities:
 - (a) is used only for the purpose of achieving inter-operability of the MyKnow Software with another software program; and
 - (b) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (c) is not used to create any software which is substantially similar to the MyKnow Software;
 - 3.1.5 alter, remove, or obscure any copyright, trademark, or other proprietary notices or mark on or in the MyKnow Software; and
 - 3.1.6 provide or otherwise make available the MyKnow Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without our prior written consent.

4. Intellectual Property Rights

- 4.1 You hereby acknowledge that all intellectual property rights, title and interest in the MyKnow Software (including any modification, enhancement,

adaptations, translation and any other change of or addition to the MyKnow Software, even if based on ideas, suggestions or proposals submitted by you or any other third party) anywhere in the world belong to us and that rights in the MyKnow Software are licensed (not sold) to you, and that you have no rights in, or to, the MyKnow Software other than the right to use them in accordance with the terms of this Licence.

- 4.2 You acknowledge that you have no right to have access to the MyKnow Software in source code form.
- 4.3 We reserve all rights, title and interests to the MyKnow Software and any product derived therefrom, and all intellectual property rights.

5. Limited Warranty

- 5.1 We warrant that the MyKnow Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with its specification for a period of ninety (90) days from the date of your first access to the MyKnow Software (the **"Warranty Period"**).
- 5.2 If, within the Warranty Period, you notify us in writing of any defect or fault in the MyKnow Software as a result of which it fails to perform substantially in accordance with its specification, we will, at our sole option, either repair or replace the MyKnow Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.
- 5.3 The warranty does not apply if the defect or fault in the MyKnow Software results from:
 - 5.3.1 any alteration, modification or reconfiguration of the MyKnow Software by any party other than Cognisco; or
 - 5.3.2 you having used the MyKnow Software in breach of the terms of this Licence; or
 - 5.3.3 any software other than the MyKnow Software; or
 - 5.3.4 any hardware.

6. Limitation of Liability

- 6.1 THIS LICENCE SETS OUT THE FULL EXTENT OF OUR OBLIGATIONS AND LIABILITIES IN RESPECT OF THE SUPPLY OF THE MYKNOW SOFTWARE.
- 6.2 EXCEPT AS EXPRESSLY STATED IN THIS LICENCE, THERE ARE NO CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE THAT ARE

BINDING ON US. ANY CONDITION, WARRANTY, REPRESENTATION OR OTHER TERM CONCERNING THE SUPPLY OF THE MYKNOW SOFTWARE WHICH MIGHT OTHERWISE BE IMPLIED INTO, OR INCORPORATED IN, THIS LICENCE WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, IS EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

6.3 WE DO NOT GUARANTEE THAT THE MYKNOW SOFTWARE OR SERVICES ARE ERROR FREE OR THAT ITS USE WILL BE UN-INTERRUPTED OR FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

6.4 You acknowledge that the MyKnow Software has not been developed to meet your individual requirements, including any cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the MyKnow Software as described meet your requirements.

6.5 We supply the MyKnow Software for internal use by your business, and you agree not to use the MyKnow Software for any re-sale purposes.

6.6 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

6.6.1 loss of profits, sales, business, or revenue;

6.6.2 business interruption;

6.6.3 loss of anticipated savings;

6.6.4 loss or corruption of data or information;

6.6.5 loss of business opportunity, goodwill or reputation;

where any of the losses set out in (a) to (e) are direct or indirect; or

6.6.6 any special, indirect or consequential loss, damage, charges or expenses.

6.7 Other than the losses set out in clause 6.6 (for which Cognisco is not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to fees paid by you for your use of the MyKnow Software.

6.8 Nothing in this Licence shall limit or exclude our liability for:

6.8.1 death or personal injury resulting from our negligence;

6.8.2 fraud or fraudulent misrepresentation;

6.8.3 any other liability that cannot be excluded or limited by English law.

7. Termination

7.1 This Agreement will be effective as of the date you accept the terms of this EULA and shall continue until the earlier of (i) the date on which our agreement with you ends for whatever reason; (ii) the date of expiry of this Licence; or (iii) the date on which we notify you that you have committed a material or persistent breach of this Licence.

7.2 On termination for any reason:

7.2.1 all rights granted to you under this Licence shall cease;

7.2.2 you must immediately cease all activities authorised by this Licence; and

7.2.3 you must immediately and permanently delete or remove the MyKnow Software from all computer equipment in your possession.

8. Variation

8.1 We may update the terms of this Licence at any time on notice to you which may be communicated to you by: (i) email; or (ii) a pop-up window requiring you to re-accept the revised EULA (or any part of them); or (iii) by any other method of communication. Notwithstanding the foregoing, it remains your responsibility to check the terms of the EULA from time to time to ensure that you agree with them, and your continued use of the MyKnow Software will be deemed to be your acceptance of any changes we may make.

8.2 Your continued use of the MyKnow Software following deemed receipt and service of any notice shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the MyKnow Software on the deemed receipt and service of the notice.

9. Events Outside Our Control

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below at clause 9.2.

9.2 An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

9.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

- 9.3.1 our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- 9.3.2 we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

10. Access Credentials

- 10.1 You must treat your username and password ("Access Credentials") as confidential information, and you must not disclose it to any third party. We have the right to disable, suspend or restrict any Access Credentials at our discretion, including if, in our opinion, you have failed to comply with any of the provisions of this EUA.
- 10.2 You shall be responsible for maintaining the confidentiality of your Access Credentials and are fully responsible for all activities that occur via your Access Credentials. Any Access Credentials chosen or provided to you for your access to the Cognisco Service shall be for your personal use only and are non-transferable. You must not share your Access Credentials with anyone else.
- 10.3 You agree to (i) immediately notify us of any unauthorised use of your Access Credentials, or any other breach of security and (ii) ensure that you logout at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

11. General Terms

- 11.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 11.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 11.3 This Licence constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 11.4 You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence.
- 11.5 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean

that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

- 11.6 Each of the clauses of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 11.7 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales

Schedule 1

Data Protection

Part 1

1. Definitions

In this Schedule:

“Controller” has the meaning given in applicable Data Protection Laws from time to time;

“Data Subject” has the meaning given in applicable Data Protection Laws from time to time;

“International Organisation” has the meaning given in applicable Data Protection Laws from time to time;

“Personal Data” has the meaning given in applicable Data Protection Laws from time to time;

“Personal Data Breach” has the meaning given in applicable Data Protection Laws from time to time;

“processing” has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed and processes shall be construed accordingly);

“Processor” has the meaning given in applicable Data Protection Laws from time to time;

“Protected Data” means Personal Data received from or on behalf of a Customer and stored or entered into the Cognisco Platform pursuant to a Customer Contract; and

“Sub-Processor” means any Processor engaged by Cognisco (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data on behalf of the Customer.

2. Customer’s compliance with Data Protection Laws

The parties agree that the Customer is a Controller and that the Reseller is a Processor for the purposes of processing Protected Data pursuant to this Agreement. Cognisco is a Sub-Processor of the Processor. The Reseller shall procure that it enters into a data processing agreement with the Customer on the terms of this Schedule.

The Reseller shall procure that the Customer Contract includes an obligation that the Customer shall, (i) at all times, comply with all Data Protection Laws in connection with the processing of Protected Data and (ii) ensure all instructions given by it to

the Reseller in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with all Data Protection Laws. Nothing in this Agreement relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

Reseller's compliance with Data Protection Laws

The Reseller shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

3. Indemnity

The Reseller shall indemnify and keep indemnified Cognisco against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer under the Customer Contract or Reseller of its obligations under this Schedule.

4. Instructions

Cognisco shall only process the Protected Data in accordance with Part 2 of this Schedule 2 and this Agreement (including with regard to any transfer to which paragraph 11 of this Schedule 2, Part 1 relates), except to the extent:

- 4.1.1 that alternative processing instructions are agreed between the parties in writing; or
- 4.1.2 otherwise required by applicable law (and shall inform the Reseller of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

If Cognisco believes that any instruction received by it from the Reseller is likely to infringe any of the Data Protection Laws it shall promptly inform the Reseller and be entitled to cease to provide access to the relevant Cognisco Platform until the parties have agreed appropriate amended instructions which are not infringing. The Fees payable to Cognisco shall not be discounted or set-off as a result of any delay or non-performance of any obligation in accordance with this paragraph.

5. Security

Cognisco shall implement and maintain appropriate the technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

6. Sub-processing and personnel

Cognisco shall:

- 6.1.1 permit the processing of Protected Data by any Sub-Processor provided that each relevant Sub-Processor is appointed under a binding written contract containing materially the same obligations as under this Schedule (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) and ensure each such Sub-Processor complies with all such obligations;
- 6.1.2 remain fully liable to the Reseller under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and
- 6.1.3 ensure that all persons authorised by Cognisco or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

7. Assistance

Cognisco shall (at the Reseller's cost and expense) assist the Reseller and where relevant the Customer in ensuring compliance with the Reseller's and/or Customer's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to Cognisco.

Cognisco shall (at the Customer's cost and expense) and taking into account the nature of the processing, assist the Reseller and/or Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Reseller's and/or Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR in respect of any Protected Data.

Cognisco shall at the Reseller's expense refer to the Reseller and/or Customer all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be the Reseller's and/or Customer's responsibility to reply to all such requests as required by applicable law.

8. International Transfers

Cognisco shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Reseller except where required by applicable law (in which case the provisions of paragraph 5.1 of this Schedule 2, shall apply).

9. Audits and Processing

Cognisco shall, in accordance with Data Protection Laws, make available to the Reseller on request such information that is in its possession or control as is necessary to demonstrate Cognisco's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR, and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the

Customer) for this purpose (subject to a maximum of one audit request in any twelve (12) month period) under this paragraph 10. To the extent consistent with the forgoing, Cognisco shall, however, be entitled to withhold access to any personal data other than the Protected Data.

10. Deletion/return

On the end of the provision of the relevant Customer Contract relating to the processing of Protected Data (the “**Processing End Date**”), at the Reseller’s cost and expense and the Reseller’s option, Cognisco shall either return all of the Protected Data to the Reseller or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Cognisco to store such Protected Data. To the extent the Reseller has not notified Cognisco within sixty (60) days of the Processing End Date that it requires the return of any Protected Data Cognisco shall [irrevocably delete Protected Data].

Part 2 Data Processing

1. **Subject-matter of processing:** [Insert]
2. **Duration of the processing:** [Insert]
3. **Nature and purpose of the processing:** [Insert]
4. **Type of Personal Data:** [Insert]
5. **Categories of Data Subjects:** [Insert]
6. **Specific processing instructions:** [Insert]

Schedule 2

WORK ORDER

This Work Order is dated on the date of signature of the last of the parties to sign and is entered into by and pursuant to the terms and conditions of the Reseller Agreement dated by [] and between Cognisco Limited and [] (the “**Principal Agreement**”).

Defined terms in this Work Order have the same meaning as those in the Principal Agreement unless otherwise defined herein.

1.	Supplier:	Cognisco Limited
2.	Supplier Address:	Cranfield Innovation Centre, University Way, Cranfield, Bedford MK43 0BT

3.	Reseller:	
4.	Reseller Address:	
5.	Customer and Company Registration Number:	
6.	Customer Address:	
7.	Commencement Date:	
8.	Termination Date:	
9.	Scope of Cognisco Solutions:	
10.	Support Services:	
11.	Subscriptions:	
12.	Price and Payment Terms:	
13.	Rate Card:	
14.	Intellectual Property Rights:	All Intellectual Property Rights in any Foreground Materials shall belong to [REDACTED].

The parties each agree to the terms and conditions of this Work Order as of the date first written above and represent that this Work Order is executed by its duly authorised representative.

Executed By:

On behalf of Cognisco Limited		On behalf of [Reseller Name]	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

