

IMPORTANT – READ CAREFULLY

COGNYTE SOFTWARE LP. OR ANY APPLICABLE AFFILIATE ("COGNYTE") IS WILLING TO PROVIDE PRODUCTS AND SERVICES TO CUSTOMER IN ACCORDANCE WITH AND SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ("AGREEMENT"). SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE PRODUCTS AND SERVICES SPECIFIED IN AN ORDER(S) SUBMITTED BY YOU (OR BY COGNYTE'S AUTHORIZED RESELLER ON YOUR BEHALF) AND ACCEPTED BY COGNYTE, SHALL BE PROVIDED AS SPECIFIED IN THE ORDER(S). IF THIS AGREEMENT IS BEING ENTERED INTO ON BEHALF OF AN ORGANIZATION, ALL REFERENCES TO "CUSTOMER", "YOU" OR "YOUR" IN THIS AGREEMENT SHALL MEAN THE LEGAL ENTITY REPRESENTED BY THE INDIVIDUAL INDICATING ASSENT TO THE TERMS AND CONDITION OF THIS AGREEMENT. FURTHERMORE, THE TERM "CUSTOMER", "YOU" OR "YOUR" IN THIS AGREEMENT SHALL MEAN COGNYTE'S CUSTOMER AND/OR THE END-USER OF COGNYTE' PRODUCTS OR SERVICES, AS THE CASE MAY BE.

YOU ARE CONCLUDING A LEGAL BINDING AGREEMENT. BY EXECUTING AN ORDER FOR, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT, AGREE TO BE BOUND BY ALL OF ITS PROVISIONS, AND CONSENT TO USE OF ELECTRONIC SIGNATURES.

GENERAL TERMS AND CONDITIONS

The terms and conditions that follow apply to all products and services procured or otherwise received from Cognyte. Additional terms and conditions applicable to:

- Licensed Product are contained in the annex "**LICENSED PRODUCT TERMS**",
- SaaS Services are contained in the annex "**SAAS SERVICES TERMS**",
- SDK licenses are contained in the annex "**SDK LICENSE TERMS**",
- Mobile Apps are contained in the annex "**MOBILE APP TERMS**", and

1 GENERAL DEFINITIONS. The following capitalized terms shall have the meaning ascribed to them below. Additional definitions are included within the applicable appendices to this Agreement.

Confidential Information. Any non-public information, technical data, or know-how, including, without limitation, that which relates to: **(i)** research, product plans, products, pricing, services, customers, personnel, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, data compilations, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which is designated in writing to be confidential or proprietary at the time of disclosure if provided in tangible form, or if provided in non-tangible form, shall be identified by the disclosing party at the time of disclosure as confidential or proprietary, **(ii)** with respect to Cognyte, information concerning any products and services provided hereunder and/or materials resulting from services, and any derivatives thereto, and **(iii)** with respect to Customer, any Customer Data. Notwithstanding the foregoing, and except with respect to Customer Data, Confidential Information does not include information, technical data or know-how that is: **(a)** in the public domain or becomes available to the public and not as a result of the act or omission of the receiving party; **(b)** without restriction on disclosure, rightfully obtained by the receiving party from a third party; **(c)** without restriction on disclosure, lawfully in the possession of the receiving party at the time of disclosure; or **(d)** approved for release by written authorization of the disclosing party.

Customer Data. All data either provided by Customer or entered on Customer's behalf through use of the products and services provided by Cognyte, or collected or generated by those products and services on behalf of Customer, including, without limitation any Personal Data, technical information about a device, system or application software, location data, and other information from Customer which remains in Cognyte's possession and control for further processing, but expressly excluding any Feedback.

Customer Environment. The computing environment (excluding any software expressly provided by Cognyte on an Order) separately procured, prepared and maintained by Customer for the access and use of the products and services, where such computing environment meets Cognyte's then-current minimum requirements for the applicable products and services.

Data Subject. An individual who **(a)** uses the products or services provided by Cognyte and/or **(b)** about which information is collected or generated as a part of the products or services provided by Cognyte.

Designated Employees. A reasonable number of Customer Personnel (including Customer's system administrator(s)), who have received training from Cognyte. Designated Employees may be changed by notice to Cognyte.

Documentation. Cognyte's documentation describing the specifications and use of the products and services provided by Cognyte, as updated from time to time.

Error. A failure of the products or services provided by Cognyte to substantially conform to the Documentation that Cognyte can replicate or Customer can duplicate.

Error Correction. Revisions, modifications, alterations, and additions to the products or services provided by Cognyte to Customer as bug fixes or workarounds to resolve Errors, or installed by Cognyte in the Hosted Environment as bug fixes or workarounds, each to resolve Errors.

Feedback. Any suggestions, comments or other feedback provided to Cognyte concerning Cognyte's products and services, including, but not limited to, the design, features, functionality, operation and release strategies of Cognyte's products and services.

Fees. Any and all fees as specified in this Agreement.

Hosted Environment. Cognyte or its third party's technical environment required to operate and provide access to the relevant Cognyte service.

Intellectual Property Rights. Any and all tangible and intangible rights, title and interest in and to: **(i)** works of authorship, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, **(ii)** trademarks and trade names, **(iii)** Confidential Information, trade secrets and know-how, **(iv)** patents, designs, algorithms and other industrial property, **(v)** all other intellectual and industrial property rights whether arising by operation of law, contract, license, or otherwise, and **(vi)** all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force.

Order. The details of an order by Customer for products and services provided by or through Cognyte **(i)** on an order form or schedule provided by Cognyte and signed by Customer, or **(ii)** on Customer's purchase order provided to and accepted by Cognyte, or **(iii)** placed on and accepted by Cognyte by an authorized Cognyte reseller on Customer's behalf. For the purposes of (iii), all terms and conditions of this Agreement shall apply as between Customer and Cognyte, except with respect to invoicing and payment terms.

Personal Data. In respect of each Data Subject means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person which shall include information collected by the use of web-site cookies and IP addresses.

Personnel. With respect to Customer, each of Customer's employees or independent contractors (not a competitor of Cognyte) under obligations of confidentiality and nondisclosure, and other individuals with access to components of the products and services provided by Cognyte designated for external use, which Customer authorize to use the products and services procured hereunder; with respect to Cognyte, each Cognyte employee or subcontractor under obligations of confidentiality and nondisclosure which performs on behalf of Cognyte hereunder.

Privacy Laws. Laws, as applicable to Personal Data, concerning the regulation of the collection, processing, data security, and trans-border data flows, use of web-site cookies, email communications, use of IP addresses and meta-data collection.

Professional Services. Installation, configuration, training, consulting and/or, except with respect to Support, other services provided to Customer hereunder.

Professional Service Fee. The fees identified at the time of and on each Order on a fixed fee or time and material basis for Professional Services to be performed.

Support. Support and maintenance services will be provided as per the terms of Cognyte's applicable support plan.

Updates. Periodic improvements or additions to the products and services provided by Cognyte, including Error Corrections and other changes to those products and services, that may be provided hereunder, but excluding any new feature or substantial additional functionality available for those products and services, which, in Cognyte's sole discretion, is subject to additional fees.

Cognyte Intellectual Property. All Intellectual Property Rights in the products and services provided by Cognyte, and all other Confidential Information provided by Cognyte hereunder.

2 PROFESSIONAL SERVICES. Customer may order Professional Services from Cognyte or its authorized reseller or integrator by submitting a request for such Professional Services. Any Professional Services provided hereunder are subject to **(i)** Customer's performance of any obligations herein, and **(ii)** the terms of a mutually agreeable implementation plan. With respect to any installation, configuration, and integration and other services by and between a Customer Environment and the products and services provided by Cognyte hereunder, Cognyte agrees to perform those services to the extent specified on an Order. Customer must provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by Cognyte to perform its duties in a timely manner. All services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person. Services scheduling is dependent upon the allocation and availability of Cognyte resources.

3 CUSTOMER DATA. Cognyte acknowledges it receives no ownership or, except to the extent specified herein, other rights in any Customer Data, and all rights, title and interest in such Customer Data remain with Customer. Cognyte shall not, and shall not permit its third party vendor(s) to disclose Customer Data to any third party, or make any use of the Customer Data, unless authorized by Customer or Cognyte is required to do so by law or court order. Customer agrees that Cognyte may: **(a)** use and disclose Customer Data in aggregate and anonymous form, and/or **(b)** use Customer Data for Cognyte's internal business purposes, including without limitation, improving and/or creating enhancements to or new offerings related to Cognyte's products and services, and for purposes of planning, support, administration and invoicing related to Customer's use of such products and services. Customer agrees that Customer is solely responsible for: **(i)** obtaining any Customer Data and other information Customer provides while using Cognyte's products and services, **(ii)** obtaining all rights and requisite consents necessary to collect and use the Customer Data, and **(iii)** the accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. By providing any Customer Data or other information, Customer represent and warrant that such information does not **(x)** violate any intellectual property rights, publicity rights, confidentiality or trade secret rights, or any other legal or equitable rights; and **(y)** violate any law, rule, order, judgment or regulation to which Customer or the Customer Data may be subject. Customer acknowledges and agrees that Cognyte is not responsible or liable for any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information contained in Customer's Customer Data, or content, or information or content contained in Customer Data that infringes or may infringe any copyright, patent, moral right, trade secret, confidential information, trademark right or any other right of a third party.

4 INTELLECTUAL PROPERTY; CONFIDENTIALITY.

4.1 Ownership. Customer acknowledges Cognyte owns or has the right to license the products provided by Cognyte hereunder, and that all Intellectual Property Rights in and to the Cognyte Intellectual Property, and derivatives thereto, are and shall remain vested in Cognyte or its licensor(s). Except for the limited license and use rights granted hereunder, Customer shall not assert any right, title, or interest in or to the products or services provided by Cognyte hereunder, or any other Cognyte Intellectual Property.

4.2 Cognyte Intellectual Property Protection. In no event shall this Agreement, or any rights or privileges hereunder, be an asset of Customer under any bankruptcy, insolvency, or reorganization proceedings, or in any other manner whatsoever; however, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, and permitted transferees, successors, and assigns. Customer shall comply with all applicable (including, all U.S. and applicable foreign) laws and administrative regulations relating to the control of exports of commodities and technical and/or personal data, and all laws directly or indirectly applicable to its activities hereunder or otherwise pursuant to or in connection with this Agreement, the license or use of any product, and the delivery of any services. Except as otherwise specified in this Agreement, expressly permitted in writing by Cognyte, or otherwise cannot be precluded under mandatory applicable law, Customer shall not, and shall not permit any other party to:

- a.** Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the products or services; adapt, modify, or prepare derivative works based on any of the Cognyte Intellectual Property; or use any of the Cognyte Intellectual Property to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the products and services provided hereunder;
- b.** Disclose the products or services or its operation to third parties, or use the products or services in a service bureau or time sharing environment;
- c.** Alter, remove, or suppress any copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on any Cognyte Intellectual Property; or fail to ensure that all such notices and legends appear on all full or partial copies of Cognyte Intellectual Property or any related material;
- d.** Sell, sublicense, lease, assign, delegate, transfer, distribute, encumber or otherwise transform any Cognyte Intellectual Property or any of the rights or obligations granted to or imposed on Customer hereunder.

4.3 Confidentiality. The unauthorized disclosure or use of Confidential Information of a disclosing party or of a disclosing party's third party licensors, and all information and services related thereto, would cause great injury and harm to the owner thereof. Therefore, each party agrees to take all appropriate action to ensure the confidentiality and security of the other party's Confidential Information, but in any event no less than the same standard of care it uses to protect its own Confidential Information of like kind and value. Without limiting the generality of the foregoing, Customer and Cognyte each agree that it: **(i)** shall maintain the other's Confidential Information in the strictest confidence, including compliance with reasonable remote access security requirements; **(ii)** shall not disclose, display, publish, transmit, or otherwise make available such Confidential Information or take the benefit thereof, in whole or in part, except in confidence to its own Personnel on a need-to-know basis; and **(iii)** except as expressly permitted hereunder, shall not copy, duplicate, replicate, transform, or reproduce such Confidential Information. Notwithstanding anything to the contrary in this Section, neither party shall be liable to the other for damages resulting from disclosure of any Confidential Information required by law, regulation or valid court order; provided prior written notice is provided to the other party sufficiently in advance of such required disclosure to allow the other party to respond and take reasonable and lawful action to avoid and/or minimize the degree of such disclosure or seek appropriate protective orders. Cognyte recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

4.4 Feedback. Customer may from time to time provide Feedback to Cognyte. Customer acknowledges and agrees that any such Feedback is provided on a voluntary basis only and Customer will not seek or be entitled to receive any compensation in any form for such Feedback. Cognyte has no obligation to respond to Feedback or to incorporate Feedback into its products and services. Customer agrees that all Feedback, even if designated as confidential by the Customer, shall not create any confidentiality obligation for Cognyte, and agrees that Cognyte is free to disclose and use such Feedback, and any derivatives thereto, without restriction. By submitting Feedback to Cognyte, Customer agrees to assign and hereby does assign to Cognyte all right, title and interest in and to such Feedback, and agrees to perform all acts reasonably requested by Cognyte, at Cognyte's cost, to perfect and enforce such rights.

4.5 Security. Cognyte shall, either directly, or through its third party service provider, implement and maintain commercially reasonable security precautions to prevent unauthorized access to the Customer Data that is retained by Cognyte. Cognyte reviews its security precautions on a regular basis and modifies them as required by legal, regulatory, and other requirements. Cognyte has developed and maintains operation security policies based on commercially reasonable practices and its own experience. Cognyte will provide any services hereunder in compliance with Cognyte's then-current operations security policies applicable to those services. Should Customer have reason to believe that there has been a breach of security resulting in the unauthorized disclosure of Customer Data to a third party, Customer agrees to contact Cognyte immediately via the contact details provided by Cognyte. Should Cognyte determine that there has been a breach of security resulting in the unauthorized disclosure of Customer Data to a third party, Cognyte shall contact Customer by email and/or by telephone, at the contact information provided by Customer.

5 WARRANTY DISCLAIMER.

Cognyte warrants to Customer that the Warranty shall be in accordance with the Documentation. **COGNYTE MAKES NO AND DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WRITTEN OR ORAL, OR EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, INTEROPERABILITY, DATA ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCT, SERVICES, SUPPORT, OR ANY COMPONENTS THEREOF. WITHOUT LIMITING THE FOREGOING, COGNYTE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF ANY PRODUCTS OR SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.**

6 PAYMENT.

6.1 Fees and Expenses. Unless otherwise agreed between the parties in writing and in advance, all Orders placed hereunder are subject to Cognyte's acceptance of that Order, and Incoterms (2020) EXWORKS delivery terms. Prior to accepting an Order, Cognyte shall have the right to perform any credit and other checks required by Cognyte. For any Orders placed directly by Customer, Cognyte shall invoice Customer one hundred percent (100%) of (as applicable to an Order) License Fees, Support Fees for the initial Support Term, the SaaS Access Fee for the initial Access Term Billing Period, and any fixed fee Professional Services fees applicable to such Order upon Cognyte's receipt and acceptance of the Order, and, as applicable, Cognyte may invoice Customer **(a)** in advance upon execution of an order for any renewal Support Term, and each subsequent Billing Period, including with respect to any renewal Access Terms, **(b)** for Overages in arrears on a quarterly basis, and **(c)** for all other fees, assessments and expenses provided for under this Agreement as performed and/or incurred. All payments shall be due within thirty (30) days after the applicable invoice receipt date, without deduction. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Cognyte shall have the right to withhold performance under this Agreement **in accordance with the Disputes Clause (Contract Disputes Act) (i)** to the extent it has knowledge that

any governmental approvals required under then-current applicable laws and/or regulations have not been properly obtained by the respective party(ies), or **(ii)** reserved.

6.2 Accurate Records; Audit. Customer shall keep complete and accurate records of all its obligations hereunder. Customer shall allow Cognyte or its agent reasonable access to audit Customer's records and systems solely to verify general compliance with the terms and conditions of this Agreement, including, without limitation, Customer and/or Cognyte running Cognyte provided utilities to determine actual usage. Cognyte shall conduct such audits during Customer's normal business hours with reasonable notice, or as otherwise reasonably requested by Customer.

7 LIMITATION AND CAP ON LIABILITY. COGNYTE'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL BE IN THE AGGREGATE AND LIMITED TO CUSTOMER'S DIRECT ACTUAL DAMAGES NOT TO EXCEED GREATER OF (A) THE ACTUAL FEES PAID TO COGNYTE HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM OR SERIES OF CLAIMS AROSE, REDUCED BY ANY AMOUNT DUE COGNYTE, OR (B) USD\$10,000. IN NO EVENT SHALL COGNYTE, ANY PARENT, SUBSIDIARY, AFFILIATE OR LICENSOR, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES, BE LIABLE (I) TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER, OR (II) TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES OR LOST PROFITS, TIME, SAVINGS, PROPERTY, DATA OR GOODWILL) REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH THE USE, MISUSE, OR INABILITY TO USE ANY PRODUCTS OR SERVICES, REGARDLESS OF THE CAUSE OF ACTION, EVEN IF COGNYTE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL COGNYTE BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES. THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF ESSENTIAL PURPOSE, CONSIDERATION, OR OF AN EXCLUSIVE REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8 TERM; TERMINATION. This Agreement shall be effective upon the earlier of the date Customer indicates assent to the terms and conditions of this Agreement through a digital signature process, the date that Cognyte accepts the initial Order hereunder (as may be evidenced by Cognyte's performance), or the date of Customer's first installation or use of an applicable product or service contemplated hereunder, and shall continue so long as Customer continues to abide by the terms and conditions of this Agreement. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination of this Agreement, and except to the extent specified herein, **(i)** all fees due to Cognyte up to and including the termination date for shall be immediately paid, and **(ii)** all of Customer's rights to access and use any of services provided hereunder shall immediately terminate. Provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive, including Sections 1, 3, 4, 5, and 6 to 15 in these "General Terms and Conditions", Sections 1 and 2 in the "Licensed Product Terms", Sections 1 and 5 in the "SaaS Services Terms", Sections 1 and 3 in the "SDK License Terms".

For Licensed Product: Upon termination of this Agreement, Customer's license rights granted in any Licensed Product licensed hereunder shall survive such termination; provided, **(i)** this Agreement has not terminated by Cognyte for Customer's breach, **(ii)** Customer continues to comply with all terms and conditions surviving termination of this Agreement, and **(iii)** Customer's use of the Licensed Product does not exceed the license rights granted hereunder. In the event of any failure of (i), (ii) or (iii) at the time of, or subsequent to termination of this Agreement, **(a)** all rights and licenses granted hereunder shall immediately terminate and any uses by or on behalf of Customer must immediately cease, and **(b)** Customer shall immediately delete all copies of any Licensed Product licensed hereunder, return to Cognyte all other Cognyte Intellectual Property.

For SaaS Services: Upon termination of this Agreement, Customer shall immediately delete all copies of any On-Premise Components licensed hereunder, return to Cognyte all other Cognyte Intellectual Property. Customer may request that Cognyte export and provide to Customer available Customer Data. Subject to Customer having paid all amounts then due to Cognyte, and ordering from Cognyte Professional Services applicable to such work, Cognyte agrees to provide such Professional Services at its then current rates, provided that in the event this Agreement is terminated for Customer's breach. Notwithstanding the foregoing, after thirty (30) days from termination, Cognyte may delete and destroy all Customer Data without notice or liability to Customer.

For SDK Licenses: Upon termination of this Agreement, **(a)** all rights and licenses granted in an SDK shall immediately terminate and any use of that SDK by or on behalf of Customer must immediately cease, and **(b)** Customer shall immediately delete all copies of the SDK licensed hereunder.

For Mobile Apps: Upon termination of a Mobile App license in accordance with Section 2 of "Mobile App Terms", or termination of this Agreement, **(a)** all rights and licenses granted in the Mobile App(s) shall immediately terminate and any use of that Mobile App(s) by or on behalf of Customer must immediately cease, and **(b)** Customer shall immediately delete all copies of the Mobile App(s) licensed hereunder from any Mobile Device.

On request by Cognyte, Customer shall provide to Cognyte certification of the foregoing, as applicable to Customer.

9 GOVERNING LAW; FORUM. This Agreement is governed exclusively by the Federal laws of the U.S.. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties.

10 RESERVED.

11 WAIVER / SEVERABILITY. The failure of Cognyte to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained in this Agreement.

12 Publicity. Cognyte may use Customer's name a (so long as in accordance with any mark guidelines provided by Customer to Cognyte) in Cognyte's promotional materials, including, without limitation, press releases, customer lists, and presentations to third parties to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

13 FORCE MAJEURE. In accordance with GSAR 552.212-4(f), Except for obligations of confidentiality, payment, and compliance with laws, neither party shall be liable for any delay or failure in performing hereunder if caused by any factor beyond the reasonable control of the party, including force of nature, war, riot, civil action, terrorism, labor dispute, malicious acts or denial of service by a third party, or failure of telecommunication systems or utilities. Performance shall be deferred until such cause of delay is removed, provided that the delayed party promptly notified the other party after having actual knowledge of any such occurrence.

14 ASSIGNMENT. Except to the extent such rights cannot be restricted by applicable law, Customer cannot assign, sublicense, or transfer this Agreement without the prior written consent of Cognyte, and any such attempt by Customer to sublicense, assign or transfer any rights, duties, or obligations hereunder is null and void.

15 ENTIRE AGREEMENT / MODIFICATIONS. Except as otherwise specified in this Section, this Agreement, plus the terms on any Order signed in hardcopy form by both Customer and Cognyte, comprises the entire agreement between Customer and Cognyte, and supersedes any other agreement or discussion, oral or written, with respect to the subject matter of this Agreement, and may not be changed except by a written agreement signed in hardcopy form between the parties. Preprinted, additional or conflicting provisions on Customer's purchase order or on either party's acknowledgement forms, whether presented before or after the terms of this Agreement, and including any integration clauses contained therein, shall not apply unless agreed to by both parties in writing signed in hardcopy form. Customer agrees that Customer's use of the products and services provided by Cognyte signifies Customer's agreement to all terms and conditions of this Agreement. In the event the parties to this Agreement have executed, in hardcopy form, a separate agreement, or other electronically signed agreement covering the same subject matter, that separate agreement shall remain in effect, govern and control for that subject matter, and this Agreement shall govern and control for all other subject matters contemplated herein. Any reference to a law or statute in this Agreement shall be deemed to include any amendment, replacement, re-enactment thereof for the time being in force and to include any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, or permissions (together with any conditions attaching to any of the foregoing) made in respect thereof.

LICENSED PRODUCT TERMS

1 DEFINITIONS.

License Fee. The fees identified at the time of and on each Order for licensing Licensed Product as specified on that Order in accordance with the GSA Schedule Pricelist.

Licensed Product. Collectively, the Software and Documentation licensed to Customer as identified in an Order or Orders hereunder, and all permissible copies of the foregoing.

Software. Computer application programs (including, if applicable, any Updates and other developments provided to Customer hereunder) in object code form developed and owned by Cognyte or its licensor(s) and licensed hereunder, but expressly excluding any Mobile Apps.

Support Fee. The amount identified at the time of and on each Order for Customer's right to receive Support for a Licensed Product identified in such Order during the initial Support Term, and at Cognyte's then-current rate for any renewal Support Term.

Support Term. The initial one (1) year period commencing on the execution of each Order for Licensed Product, and each one (1) year renewal period thereafter for which Customer subscribes to Support.

Version. The Software configuration identified by a numeric representation, whether left or right of decimal place.

2 LICENSE. Cognyte grants to Customer, and Customer accepts, a perpetual (subject to Section 8 of the "General Terms and Conditions"), nonexclusive, nonassignable (subject to Section 14 of the "General Terms and Conditions"), and nontransferable limited license with respect to the number of copies of the Software and Documentation as specified in an applicable Order solely by Customer's Personnel for Customer's internal business operations, and subject to the terms and conditions of this Agreement. Use of the Software by Customer, Customer's Personnel or any other party authorized hereunder shall at no time exceed the total use rights granted in applicable Orders. With respect to any third party applications provided by Cognyte with the Licensed Products, use of those third party applications is expressly limited to use in conjunction with the Licensed Products, and may not be used independent of those Licensed Products. Customer may change the location of a site designated in an Order; provided Customer complies with all applicable laws, and provides Cognyte with notice, including information regarding the current site, new site and Licensed Product and quantity of licenses. Customer may make a reasonable number of copies of the Software solely as needed for back-up and archival purposes, and of the Documentation solely as needed for Customer's internal business purposes as set forth herein.

3 CUSTOMER ENVIRONMENT. Prior to the installation of a Licensed Product, Customer shall ensure the establishment of a Customer Environment at each site for use and operation of the Licensed Product. Customer acknowledges that, except as otherwise expressly specified on an Order, Cognyte is not responsible for obtaining, licensing or selling any hardware, peripherals or third-party software or interfaces needed to prepare or maintain the Customer Environment. Customer is responsible for backing up Customer's systems and data prior to providing Cognyte with access to the Customer Environment.

4 SUPPORT.

4.1 Support. Subject to payment of all Support Fees, during any Support Term, Cognyte's Support includes the following:

a. Support Access. Customer's Designated Employees shall have direct access via telephone to Cognyte's support center during hours specified in the applicable Maintenance and Support Plan. Cognyte shall use commercially reasonable efforts to provide Error Corrections.

b. Updates; Versions. In addition to Error Corrections, Cognyte shall provide Customer with other Updates that Cognyte generally offers to customers subscribing to the same Maintenance and Support Plan. All such Updates become part of the Licensed Product for all purposes hereof.

4.2 Version Support. Unless otherwise notified by Cognyte, Cognyte will provide Support hereunder for each Version of the Software for one (1) year after Cognyte discontinues the sales of licenses for that Version ("**EOS**") (not including add-on license sales for existing installations of that Version). The EOS period commences when Cognyte announces that the next Version of the Software is now generally available.

4.3 Exclusions. Notwithstanding Cognyte's support obligations hereunder, Cognyte shall have no responsibility or liability of any kind arising or resulting from:

a. Customer's failure to: **(i)** correctly install Updates or other modifications to the Licensed Product provided by Cognyte, **(ii)** prepare a computing environment that meets the specified Customer Environment prior to Licensed Product installation or to maintain such Customer Environment and Licensed Product thereafter, **(iii)** grant access and security authorization, or **(iv)** provide necessary communications mechanisms;

b. Errors resulting from misuse, abuse, negligence, or improper use of all or any part of the Licensed Product; or problems to or caused by products or services not provided by Cognyte;

c. Product modification, amendment, revision, or change by any party other than Cognyte or Cognyte's authorized representatives; or

d. Electrical failure, Internet connection problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which shall be deemed under Customer's exclusive control, and Customer's sole responsibility.

4.4 Additional Services. If Customer desires Cognyte to install and configure any Updates, or Cognyte provides Services as a result of any conditions specified in [Section 4.2](#) or [4.3](#), or otherwise provides support services to Customer outside the scope of services specified for Customer's applicable Maintenance and Support Plan, Cognyte may charge Customer for such services at Cognyte's then current Professional Service Fee rate.

SAAS SERVICES TERMS

1 DEFINITIONS.

Access Term. The term, as further described in [Section 3](#) below, for which Cognyte has contractually agreed to provide Customer with access to the SaaS Services in accordance with the Order.

Billing Period. The billing period for which the SaaS Access Fees shall be calculated and invoiced to Customer in advance on a pro rata basis as follows: **(i)** annual billing period(s) for an Access Term for a SaaS Service, and **(ii)** for any add-on Order(s) for that SaaS Service, a proportionate period for the initial billing cycle to enable annual co-billing thereafter.

On-Premise Components. Those portions of the Cognyte provided software which must be installed at Customer's site, if any. With respect to any On-Premise Components, Customer shall be responsible for the installation and configuration of the On-Premise Components in the Customer Environment.

Overage. Measured on a monthly basis, any actual usage of the SaaS Service which exceeds the SaaS Access Rights subscribed to by Customer under an Order or Orders applicable to the SaaS Service.

SaaS Services. The online services offered by Cognyte as more fully described in the Documentation, and all SaaS Access Rights, each as specified on an Order.

SaaS Access Fees. The fees due to Cognyte, as further specified in the Order, for use of the SaaS Services to the extent of the SaaS Access Rights, and fees for any Overage calculated at a monthly pro rata amount plus a twenty-five percent (25%) uplift.

SaaS Access Rights. The type and quantity of SaaS access rights granted to Customer for use during the applicable Access Term.

Scheduled Downtime. Any downtime scheduled to perform system maintenance, backup and upgrade functions for the Hosted Environment, and any other downtime incurred as a result of a Customer request. Cognyte will provide Customer with an advance notice of Scheduled Downtime.

Service Levels. The service level commitments from Cognyte with respect to the maintenance and support of the Hosted Environment and SaaS Services.

Total Time. The total number of minutes in the applicable month.

Unscheduled Downtime. Any time outside of the Scheduled Downtime when the Hosted Environment is not available to perform operations. Unscheduled Downtime is measured in minutes.

Uptime Percentage. Total Time minus Unscheduled Downtime divided by Total Time.

2 ACCESS RIGHTS. During the Access Term, and solely for Customer's internal business use (which may include external use of designated components by Customer's customers), Cognyte grants to Customer a nonexclusive, nontransferable, nonassignable, personal right to use the SaaS Services specified in the Order through internet access, up to the extent of the SaaS Access Rights specified in the Order. With regards to the On-Premise Components and related Documentation, Cognyte grants to Customer, and Customer accepts, a nonexclusive, nonassignable, and nontransferable limited license during the Access Term, to use the On-Premise Components and related Documentation solely in conjunction with the SaaS Services for Customer's internal business purposes, and subject to the terms and conditions of this Agreement. With respect to the Documentation, Customer may make a reasonable number of copies of the Documentation applicable to the SaaS Services solely as reasonably needed for Customer's internal business use in accordance with the express use rights specified herein. Without limiting the terms and conditions in [Section 4](#) of the "General Terms and Conditions", Customer acknowledges and agrees that no rights or any other interests are provided to Customer with respect to: **(i)** rights in or to the Hosted Environment or SaaS Services beyond those rights specified in the Order, **(ii)** rights to provide access to or use of the Hosted Environment, SaaS Services and On-Premise Components

to any other party, including, without limitation, any uses in the nature of a service bureau or application services provider, (iii) rights to obtain possession of copies of any component of the Hosted Environment or any software used to provide or perform the SaaS Services, except with respect to On-Premise Component(s) and then only as expressly provided for in this Section, or (iv) representations, warranties or other third party beneficiary rights from any Cognyte third party vendor.

3 ACCESS TERM. Unless otherwise specified in the Order, an Access Term shall commence upon the date Cognyte accepts the applicable Order and shall continue for **twelve (12) months thereafter**. In the event Customer places additional Orders for the same SaaS Service, Cognyte may adjust the duration of the additional Access Terms to co-terminate with the Access Terms for that SaaS Service. Each Access Term is non-cancelable, and upon expiration shall automatically renew for additional annual terms at Cognyte's then current rates, unless either party provides the other with no less than sixty (60) days prior written notice of its intent to not renew.

4 COGNYTERESPONSIBILITIES.

4.1 Support. As part of the SaaS Services, during any Access Term and subject to payment of all fees, Cognyte shall, either directly, or through its applicable third party vendor(s), provide support for the Hosted Environment and SaaS Services in accordance with the terms and conditions of this Section.

4.2 Updates. In addition to establishing and maintaining the Hosted Environment, Cognyte shall maintain the components of the Hosted Environment with all current Updates that Cognyte deems necessary for the SaaS Services. Cognyte shall use commercially reasonable efforts to implement any required Error Corrections. Access to the SaaS Services and maintenance of the Hosted Environment shall be in accordance with the Service Levels specified in this Section 4. Customer's Designated Employees shall have access to Cognyte technical support personnel through Cognyte's standard telephone, email and/or web support services during the support hours applicable to the specific SaaS Services subscribed to by Customer.

4.3 On-Premise Components. Cognyte shall provide technical support for such On-Premise Components through Cognyte's standard telephone, email and/or web support services during the support hours specified in the Maintenance and Support Plan under the Premium Plan.

4.4 Uptime. Cognyte will use commercially reasonable efforts to ensure that the Hosted Environment will be available 24 hours per day, 7 days per week, excluding any Scheduled Downtime. Daily system logs will be used to track Scheduled Downtime and any other Hosted Environment outages. Scheduled Downtime will be scheduled in advance during off-peak hours (based on ET). Cognyte will post a notice on the application log-in screen to notify Customer administrator of any Scheduled Downtime that will exceed two (2) hours. The duration of any downtime is measured, in minutes, as the amount of elapsed time from when the Hosted Environment is not accessible or does not permit Customer to log on, to when the SaaS Services permits Customer to log on and access the Hosted Environment.

4.4.1 Service Level Credits. If Cognyte does not meet the Uptime Percentage levels specified below, Customer will be entitled, upon written request, to a service level credit ("**Service Level Credit**") to be calculated as follows:

- If Uptime Percentage is at least 99.95% of the month's minutes, no Service Level Credits are provided; or
- If Uptime Percentage is 99.75% to 99.94% (inclusive) of the month's minutes, Customer will be eligible for a credit of 5% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Cognyte; or
- If Uptime Percentage is 99.50% to 99.74% (inclusive) of the month's minutes, Customer will be eligible for a credit of 7.5% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Cognyte; or
- If Uptime Percentage is less than 99.50% of the month's minutes, Customer will be eligible for a credit of 10.0% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Cognyte.

Customer shall only be eligible to request Service Level Credits if Customer notifies Cognyte in writing within thirty (30) days from the end of the month for which Service Level Credits are due. All claims will be verified against Cognyte's system records. In the event after such notification Cognyte determines that Service Level Credits are not due, or that different Service Level Credits are due, Cognyte shall notify Customer in writing on that finding. Service Level Credits will be applied to the next invoice following Customer's request and Cognyte's confirmation of available credits. Service Level Credits shall be Customer's sole and exclusive remedy in the event of any failure to meet the Service Levels. Cognyte will only provide records of system availability in response to Customer's good faith claims.

4.4.2 Exceptions. Customer's right to receive Service Level Credits, and the inclusion of any minutes in the calculation of Unscheduled Downtime are conditioned upon: (i) prompt payment by Customer of all fees, (ii) Customer's performing all of Customer's obligations (including, without limitation, establishing and maintaining the Customer Environment), (iii) Customer's continued compliance with Section 5, (iv) Customer agreeing to use of the most current

version of the SaaS Service, and/or **(v)** the Unscheduled Downtime not being caused by the failure of any third party vendors, the Internet in general, or any emergency or force majeure event, Customer's use of the SaaS Services in excess of Customer's SaaS Access Rights, or issues caused by the Customer Environment or Customer specific configurations not expressly contemplated in the Documentation.

4.5 Backup and Recovery of Data. As a part of the SaaS Services, Cognyte shall maintain a backup of all Customer Data that Cognyte is required to retain as a part of the SaaS Services. In the event the Customer Data becomes corrupt, Cognyte shall use commercially reasonable efforts to remediate and recover such corrupt data.

5 CUSTOMER RESPONSIBILITIES.

5.1 Use of SaaS Services. Customer shall be solely responsible for the actions of its Personnel while using the SaaS Services and the contents of its transmissions through the SaaS Services (including, without limitation, Customer Data), and any resulting charges. Customer agrees: **(i)** to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Services, including without limitation all laws and administrative regulations (including, all U.S. and applicable foreign) relating to the control of exports of commodities and technical and/or Personal Data, and shall not allow any of its Personnel or Data Subjects to access or use the SaaS Service in violation of any export embargo, prohibition or restriction, including but not limited to any party on a U.S. government restricted party list; **(ii)** not to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Hosted Environment, SaaS Services or another's computer; **(iii)** not to use the SaaS Services for illegal purposes; **(iv)** not to interfere or disrupt networks connected to the Hosted Environment or SaaS Services; **(v)** not to post, promote or transmit through the SaaS Services any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information or content of any kind or nature; **(vi)** not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; **(vii)** not to interfere with another customer's use and enjoyment of the SaaS Services or another entity's use and enjoyment of similar services; **(viii)** not to engage in contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email through or in any way using the SaaS Services; **(ix)** to comply with all regulations, policies and procedures of networks through which Customer connects to, or uses in connection with the SaaS Services; and **(x)** to provide any required notifications to Data Subjects, and obtain all rights and requisite consents from Data Subjects in accordance with all applicable data privacy and other laws in relation to the collection, use, disclosure, creation and processing of Personal Data, and in connection with this Agreement and the use of the SaaS Services. Cognyte may remove any violating content posted on the SaaS Services or transmitted through the SaaS Services, without notice to Customer.

5.2 Privacy Policies and Data Protection Notices. Customer shall adopt, publish and comply with Customer's privacy policy and ensure that such privacy policy is compliant with the Privacy Laws applicable to Customer's use of the SaaS Services and how Customer collects, uses and discloses Personal Data to third parties, such as Cognyte (though, for the avoidance of doubt, Cognyte need not be specifically named in Customer's policy(ies)). Customer's privacy policy must be sufficient to inform a Data Subject of the information collected by Cognyte on Customer's behalf during use of the SaaS Services and Customer warrant and represent that Cognyte has the right to collect and process Personal Data on Customer's behalf in order to permit Cognyte to provide the SaaS Services and that such collection and processing shall not violate the rights of Data Subjects or the Privacy Laws.

5.3 Passwords. All access codes and passwords are personal to the individual to which it is issued. Customer and Customer's Personnel are responsible for maintaining the confidentiality and security of all access codes and passwords issued, and ensuring that each access code and password is only used by the individual authorized. To the extent Cognyte assigned Customer with administrative rights to create access codes and passwords for Customer's Personnel, Customer shall be responsible for issuing such access codes and passwords.

5.4 Reserved.

5.5 Customer Environment. Customer is responsible for the establishment of the Customer Environment necessary for Customer's use of the SaaS Services, and for the installation and configuration of the On-Premise Components in that Customer Environment, each as Cognyte may specify in the Documentation. Additionally, Customer acknowledge and agree that Cognyte is not responsible for obtaining, licensing or selling any hardware, peripherals or third-party software or interfaces needed to prepare or maintain the Customer Environment, or backing up such Customer Environment.