



# End User License Agreement ("EULA")

LAST REVIEWED AND UPDATED MAY 9, 2023

You (also referred to as the “**End-Customer**”) have entered into an agreement for the use of certain Cognite Technology or a product that uses or is based on Cognite Technology (the “**User Right**”), with a reseller, partner, original equipment manufacturer (OEM), or other third party offering such access and use in accordance with a license from Cognite (the “**Cognite Partner**”). Any access and use of Cognite Technology are subject to the terms and conditions set out in this EULA, in addition to the terms and conditions of the separate agreement between the End-Customer and the Cognite Partner (the “**Partner Agreement**”).

By accessing and using CDF, Cognite Applications, or other Cognite Technology, the End-Customer agrees to the terms and conditions of the EULA. If the End-Customer does not accept the terms and conditions of this EULA, it is not entitled to use any Cognite Technology. For the purposes of this EULA, the use of a Cognite Partner product that uses or is based on Cognite Technology shall be deemed a use of Cognite Technology.

This EULA constitutes a legally enforceable agreement between the End-Customer and Cognite.

Defined terms used in this EULA are set out in Section 15.

## 1. GRANT AND USE

### 1.1 License to use Cognite Technology

The End-Customer’s right to access and/or use certain Cognite Technology is set out in the separate Partner Agreement with the Cognite Partner. Such right to access or use the Cognite Technology shall, in any event, be non-exclusive, time-limited, revocable, and subject to this EULA.

Notwithstanding anything to the contrary herein, this EULA shall not be construed to extend or expand the licenses or user rights granted to End-Customer by the Cognite Partner pursuant to the Partner Agreement.

This EULA shall not in itself grant the End-Customer any right or license to Cognite Technology, or any other IPR or property of Cognite, and no license or other rights shall be created by implication or estoppel. In particular, but without limiting the generality of the foregoing, no right or license in or access to source code to Cognite Technology, is granted.

## **1.2 Restrictions**

The End-Customer's use of Cognite Technology shall be limited to its own use only, which for the sake of clarity shall not include access or use by any other than the legal entity identified as the End-Customer and its Authorized Users. End-Customer warrants that each and all Authorized Users shall be bound by the terms and conditions of the Partner Agreement and EULA, and the End-Customer shall be liable for its Authorized Users' acts and omissions as for its own.

The End-Customer shall not, directly or indirectly, sublicense or transfer the rights granted to it under the Partner Agreement, and shall under no circumstances commercialize or resell any Cognite Technology in any way to third parties, including but not limited to by allowing third parties access to separate software utilizing the Cognite Technology via an API, or otherwise.

The End-Customer shall not remove any proprietary notices in any of the Cognite Technology or any associated documentation.

## **1.3 Acceptable Use**

The End-Customer shall be responsible for its conduct while using the Cognite Technology, the lawfulness, reliability, integrity, and accuracy of End-Customer Data processed in the Cognite Technology, and the networks, infrastructure, and access credentials used to access the Cognite Technology. The End-Customer shall comply with the following requirements when using Cognite Technology:

- a. The End-Customer shall use the Cognite Technology in compliance with, and only as permitted by Applicable Laws, and shall under no circumstances use the Subscription Items to violate human rights law or other Applicable Laws, or in a manner or for any purpose that infringes any IPR or other right of any third party;
- b. The End-Customer shall not misuse the Cognite Technology by interfering with its normal use, attempt to access Cognite Technology using a method other than through the interfaces and instructions that are provided to the End-Customer by the Cognite Partner or Cognite, or circumvent or attempt to circumvent any limitations that the Cognite Partner or Cognite imposes on Cognite Technology or the End-Customer's account.
- c. The End-Customer shall not engage in abusive use of Cognite Technology, which involves improper, illegal, unauthorized, or fraudulent use that may cause harm to Cognite Technology, Cognite, the Cognite Partner, or third parties. The End-Customer shall not engage in usage in excess of average usage patterns that may adversely affect the speed, responsiveness, stability, availability, or functionality of Cognite Technology for other users. Cognite shall via the Cognite Partner endeavor to notify the End-Customer of any said abuse or excessive usage to provide the End-Customer with an opportunity to remedy such breach.
- d. Unless authorized by Cognite via the Cognite Partner in writing, the End-Customer shall not probe, scan, exploit, or test the vulnerability or the security of Cognite Technology or any system, network, or component used for providing the Cognite Technology.

- e. The End-Customer shall not modify, alter, adapt, translate, reverse-engineer, decompile, disassemble, or attempt to discover the source code, underlying ideas, algorithms, file formats, or internal APIs of Cognite Technology in any way;
- f. The End-Customer shall not prepare any derivative of any Cognite Technology, or reproduce, distribute, sell, or resell any Cognite Technology in any manner or for any purpose;
- g. The End-Customer shall not, directly or indirectly, use the Cognite Technology or Confidential Information disclosed by Cognite or the Cognite Partner, or information gained by the End-Customer from the Cognite Technology to design, specify, develop, integrate, market, license, distribute, train, learn, improve, or host any competing products or services to the Cognite Technology, or disclose any such information to any third party;
- h. Use of Cognite Technology shall at all times be subject to the most current Google Cloud Platform Acceptable Use Policy or Microsoft Terms of Use (available here: <http://cloud.google.com/terms> and here: <https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure/MCA#:~:text=end%20user%20agreement%20requirements>), depending on whether the Cognite Technology runs on Google Cloud Platform or Microsoft Azure.

Without prejudice to other remedies available under the EULA, and notwithstanding any terms in the Partner Agreement, Cognite may immediately suspend End-Customer's access to the Cognite Technology: a) in case of a violation by End-Customer or its Authorized Users of Section 1 in this EULA, provided Cognite reasonably deems it necessary to prevent or reduce harm to the Cognite Technology, Cognite, the Cognite Partner or third parties; b) if Cognite receives a judicial or other governmental demand or order, subpoena, or law enforcement request, or similar requiring Cognite to do so; or c) if Cognite reasonably believes that End-Customer or any Authorized User has been, or is likely to be, involved in any fraudulent, misleading, or unlawful activities.

For the avoidance of doubt, any suspension as set out above is without liability to Cognite and the Cognite Partner and shall not release the End-Customer from any payment obligation or entitle the End-Customer to any refund.

## **2. Tools, open-source, and account management**

### **2.1 Extractors and Cognite Development Accelerators**

The Cognite Partner may make Extractors and/or Cognite Development Accelerators available for the End-Customer. The End-Customer shall be solely and fully responsible for testing, installation, operation, updates, and/or any other use or function of Extractors and Cognite Development Accelerators. Upon termination or expiry of the End-Customer's User Right under the Partner Agreement, the End-Customer shall, if applicable, delete the Extractors and Cognite Development Accelerators permanently from its IT infrastructure, and provide written confirmation to the Cognite Partner on such deletion. Cognite and Cognite Partner shall not be liable for any Extractors or Cognite Development Accelerators.

### **2.2 Open-source software**

Cognite may at its own discretion include in the Cognite Technology open-source code license from Cognite's third-party licensors. An overview of the relevant open-source licenses and third-party licenses that interact with the End-Customer's systems through Extractors or Cognite Data Fusion can be provided to the End-Customer via Cognite Partner upon request.

## **2.3 Account management**

The End-Customer shall be responsible for safeguarding the End-Customer's password and any other credentials used to access the Cognite Technology or Cognite Partner products that use or are based on Cognite Technology. The End-Customer shall never share passwords and any other credentials with third parties unless otherwise explicitly permitted in the EULA, and shall immediately change the password if there is any reason to believe that any third party can access the End-Customer's account. The End-Customer shall be responsible for any activity occurring in the End-Customer's account, other than activities for which Cognite Partner is responsible under the Partner Agreement or for which Cognite is responsible under the EULA.

## **2.4 Cognite Hub & Academy**

Cognite Hub and Cognite Academy are online communities provided by Cognite as a place for discussion and education on Cognite Technology. The End-Customer and its Authorized Users can choose to sign up for Cognite Hub and Cognite Academy at <https://hub.cognite.com/>. For the avoidance of doubt, the Partner Agreement and this EULA do not apply to Cognite Hub, Cognite Academy, or any access and use thereof, which is governed exclusively by the Cognite Hub and Academy Terms and Conditions available here: <https://www.cognite.com/en/legal/generalterms>.

Notwithstanding the foregoing, the Parties agree that the Data Processing Agreement shall apply in connection with any processing of personal data about Authorized Users in Cognite Academy by Cognite on behalf of End-Customer, such as course progression in Cognite Academy, grades and completion of modules.

## **2.5 Software usage analytics**

Nothing in this EULA or the Partner Agreement shall limit Cognite from tracking, analyzing, presenting, and visualizing data on the use of and interaction with Cognite Technology to understand, secure, optimize, and improve the Cognite Technology and use thereof, including the adoption and usage of features, user engagement, and user experience. Notwithstanding the foregoing, Cognite shall never disclose such data to third parties.

# **3. Modification of Cognite Technology**

The Customer acknowledges that Cognite's ability to continuously develop and enhance the Cognite Technology is an integral part of the software-as-a-service delivery model and decisive to ensuring continuously improved user experience and the relevance and competitiveness of the Cognite Technology. Cognite therefore reserves the right to enhance, modify, and add and remove features and functionality of the Cognite Technology from time to time.

## 4. Support and back-up

Provided that Cognite and the Cognite Partner have agreed that Cognite shall provide support to the End-Customer on behalf of the Cognite Partner, then such support shall be provided by Cognite pursuant to the Cognite SaaS SLA (available at [content.cognite.com/en/legal/cognite-saas-service-level-agreement-sla](https://content.cognite.com/en/legal/cognite-saas-service-level-agreement-sla), as amended from time to time). References in the Cognite SaaS SLA to the Subscription Agreement or Master Subscription Agreement shall be construed as a reference to the Partner Agreement and EULA collectively. The Cognite SaaS SLA shall apply such that any claims pertaining to a breach of service level, including any claims for service credits, shall be directed to the Cognite Partner and never towards Cognite directly.

Cognite shall use commercially reasonable efforts to run back-ups as further described in the Cognite SaaS SLA. End-Customer shall remain responsible for maintaining, protecting, and making backups of all End-Customer Data provided to Cognite directly or via the Cognite Partner.

The Cognite SaaS SLA shall not apply to Extractors, Cognite Development Accelerators, Cognite Hub, or Cognite Academy.

## 5. Protection and use of End-Customer Data

### 5.1 Handling End-Customer Data

As between the End-Customer and Cognite, Cognite does not have any responsibility for the lawfulness, reliability, integrity, and accuracy of End-Customer Data provided to Cognite and the Cognite Partner.

Cognite shall maintain technical and organizational measures for the protection of the security and confidentiality of End-Customer Data, including but not limited to measures that seek to prevent access, use, modification, or disclosure of End-Customer Data, except as expressly permitted by the End-Customer in accordance with this EULA and with Applicable Laws.

Cognite may retain End-Customer Data in backups, archives, and disaster recovery systems until deleted in the ordinary course of business, provided that such retained End-Customer Data shall remain subject to the requirements on confidentiality and security under the Agreement.

Cognite shall promptly inform the Cognite Partner of any known or reasonably suspected security breach or unauthorized disclosure of End-Customer Data, personal data, or Confidential Information (“**Security Event**”).

In case of a Security Event, Cognite shall (i) take all reasonable steps to mitigate any potential damages; and (ii) promptly respond to security-related inquiries from the Cognite Partner and take all reasonable steps to identify, investigate, and resolve applicable security issues in a timely manner.

### 5.2 Processing of personal data

If Cognite as part of End-Customer's use of Cognite Technology will process personal data on behalf of the End-Customer, then Cognite's standard Data Processing Agreement shall apply for such processing (available at <https://content.cognite.com/data-processing-agreement>), as amended from time to time. For more information about Cognite's processing of personal data, reference is made to Cognite's Privacy Notice (available at <https://www.cognite.com/en/policy>)

### **5.3 Limited user right**

As is customary and an integrated part of the SaaS delivery model, Cognite may use anonymized End-Customer Data to provide, secure, and improve Cognite Technology, and Cognite is granted a limited, royalty-free, sublicensable right to use the anonymized End-Customer Data for such purposes, provided that Cognite shall not use the End-Customer Data for other purposes than explicitly permitted under the EULA and not use the End-Customer Data in a way that compromises the confidentiality of the End-Customer Data. As set out in Section 6.3, End-Customer shall remain the owner of the End-Customer Data.

## **6. IPR Ownership**

### **6.1 Background IPR**

Each Party is and shall remain the sole and exclusive owner of all right, title, and interest in and to its own Background IPR and the EULA does not affect such ownership. No rights to the other Party's Background IPR are acquired under the EULA unless expressly stated.

### **6.2 Cognite Technology and Improvements**

For the avoidance of doubt and without limiting the generality of Section 6.1, Cognite and its third-party licensors (which exclude the Cognite Partner and the End-Customer) is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Cognite Technology and any Improvements, which all shall be considered Cognite's Background IPR. Cognite shall have the right to use and commercialize any Improvements at its discretion without any restrictions whatsoever.

This shall not alter the fact that such Background IPR is licensed by Cognite K.K or Cognite LLC from Cognite AS or its third-party licensors.

### **6.3 End-Customer Data**

The End-Customer shall, except as otherwise agreed between the Cognite Partner and the End-Customer, retain ownership of End-Customer Data.

### **6.4 Infringements**

If Cognite Technology infringes any third party's IPR, then any claim from such third party shall be referred to the Cognite Partner. For the avoidance of doubt, Cognite has no obligation to indemnify the End-Customer for such claim.

Until any claim of infringement is finally resolved, Cognite shall be entitled to make the Cognite Technology in question unavailable to the End-Customer.

## **7. Confidentiality**

Except as explicitly stated in the EULA, all Confidential Information exchanged or otherwise transferred between Cognite and the End-Customer shall be treated as confidential. The receiving Party shall be duly protected from unauthorized disclosure using the same level of care the Parties use to protect its own Confidential Information, but at least a commercially reasonable level of care.

Confidential Information shall not be disclosed by the receiving Party to any third party, or used by the receiving Party for any other purpose than for which it is disclosed, without the written consent of the disclosing Party, unless such Confidential Information:

- a. is already known by rightful means to the receiving Party at the time the information was received;
- b. is or becomes part of the public domain other than through a fault of the receiving Party;
- c. is received from a third party without an obligation of confidentiality of which the receiving Party was or should have been aware;
- d. is required by Applicable Laws, governmental, or other public authority regulation or decision, or ordered by a court of law.

Where the circumstances set out in Section 7 d. apply, the receiving Party shall disclose only that portion of the Confidential Information which it is legally required to disclose. The receiving Party shall exercise its best efforts to obtain reasonable assurances that confidential treatment shall be accorded such Confidential Information.

Without prejudice to the foregoing, (i) the receiving Party may disclose Confidential Information to a third party to the extent necessary for the performance of Cognite Technology, provided that the receiving Party shall procure that such third party shall be bound by such confidentiality obligations at least as onerous as set out in this Section 7, and (ii) Cognite shall be entitled to name the End-Customer as a user of Cognite Technology for reference purposes in its marketing efforts, and may strictly for the purpose thereof reproduce the End-Customer's tradenames and logos.

This obligation to observe confidentiality shall continue for ten (10) years after the expiry or termination of the User Right.

## **8. No warranties, liabilities, or remedies offered by Cognite**

If the Cognite Partner and the End-Customer have agreed to other liability regulations than those set out in this Section 8, these shall only apply in the relation between the End-Customer and the Cognite Partner, and shall not affect or apply to Cognite.

Any potential warranties, liability for damages, or remedies related to Cognite Technology, or the subject matter of this EULA, are provided to the End-Customer solely by the Cognite Partner and are not provided by Cognite. For the avoidance of doubt, this means that any claim the End-Customer may have related to the Cognite Technology and/or the Partner Agreement shall be directed toward the Cognite Partner only. The End-Customer shall indemnify and hold the Cognite Partner harmless from any loss suffered by the Cognite Partner due to any claims made by the End-Customer against Cognite in violation of the foregoing. Any direct claim from the End-Customer against Cognite shall constitute a material breach by the End-Customer of this EULA.

Cognite shall under no circumstance be liable, or responsible for the Cognite Partner, or any actions or omissions performed by the Cognite Partner.

If the End-Customer despite the preceding has any basis for claiming damages from Cognite, then the aggregate liability for damages shall not exceed USD 10,000. For the avoidance of doubt, this limitation of liability shall be cumulative and not per incident. This applies regardless of cause, whether in tort, contract, or through the negligence and/or breach of duty (statutory or otherwise) of Cognite or anyone Cognite is responsible for, or otherwise, that arises in connection with the Cognite Technology and/or this EULA.

In no event shall Cognite be liable towards the End-Customer under or in connection with this EULA or the subject matter contemplated hereunder, including, without limitation, Cognite Technology, whether in tort, contract, or otherwise for:

- a. special, indirect, consequential, exemplary, incidental, or punitive damages or losses; or
- b. loss of production, lost earnings or revenues of any kind, loss of anticipated cost savings, loss or corruption of End-Customer Data and consequences hereof, loss related to third party claims, or loss of profit or anticipated profit, in each case whether indirect or not.

## **9. The End-Customer's liability toward Cognite for breach**

The End-Customer shall be responsible and liable toward Cognite for its own actions and omissions. Cognite shall have the right to hold the End-Customer liable for any breach of this EULA.

This liability is an addition to any liability the End-Customer has agreed with the Cognite Partner in the Partner Agreement (which for the avoidance of doubt shall not restrict Cognite's rights under this EULA).

## **10. Term and termination**

### **10.1 Term**



This EULA enters into force on the Effective Date and shall remain in force until the expiry or termination of the User Right under the Partner Agreement unless terminated earlier in accordance with this EULA (the "**Term**").

## **10.2 Suspension and termination for breach**

Cognite is entitled to terminate the End-Customer's User Right and this EULA and any applicable Cognite SaaS SLA, if the End-Customer is in material breach of this EULA, and fails to remedy the breach within thirty (30) calendar days following written notice of breach from Cognite. If the material breach is not possible to remedy within the stated thirty (30) calendar days, Cognite may suspend access to Cognite Technology and/or terminate the User Right and EULA with immediate effect.

For the avoidance of doubt, any suspension of access to the Cognite Technology and termination of the User Right and the EULA by Cognite is without liability to Cognite, and such suspension or termination does not release the End-Customer from any payment obligation under the Partner Agreement with the Cognite Partner, nor does it entitle the End-Customer to any refund.

## **10.3 Effect of termination**

If the User Right terminates or expires pursuant to this EULA or the Partner Agreement, for whichever reason, End-Customer's access to the Cognite Technology is suspended simultaneously without any liability for Cognite.

# **11. Compliance with Applicable Laws**

## **11.1 General**

The End-Customer shall comply with any Applicable Laws of any authority having jurisdiction in general and in connection with this EULA and Cognite Technology.

## **11.2 Health, security, environment, and anti-bribery**

The End-Customer shall give priority to safety in order to protect life, health, the environment, and property.

Without limiting the generality of this Section 11 and in recognition of the Applicable Laws relating to anti-bribery and corruption of any country in which Cognite delivers the Cognite Technology, the End-Customer shall not for itself or anyone else, directly or indirectly:

- a. give or offer any improper advantage to anyone as a consequence of their holding or in connection with the performance of a post, office, or commission;
- b. request, receive, or accept an offer for an improper advantage in connection with the performance of a post, office, or commission;

- c. give or offer any improper advantage with the purpose of influencing the performance of a post, office, or commission; or
- d. request, receive, or accept an offer for an improper advantage with the purpose of influencing the performance of a post, office, or commission.

### 11.3 Export compliance

Cognite Technology may be subject to export laws and regulations of the United States of America (“US or United States”) and other jurisdictions. Cognite and the End-Customer each represent that it is not included on any U.S. government denied-party list. The End-Customer shall comply with all applicable export and re-export control laws and regulations, including without limitation the EAR, and any applicable laws and regulations of the country or jurisdiction in which the End-Customer is located or from which the End-Customer accesses or uses Cognite Technology. The End-Customer shall not permit any user to access or use any Cognite Technology in a United States-embargoed country or region or in violation of any United States export laws or regulations. The End-Customer acknowledges that Cognite Technology is currently classified as EAR99 under the EAR, which generally allows for export or re-export to most countries, subject to certain restrictions and prohibitions.

## 12. Governing law and disputes

### 12.1 Governing law

This EULA shall be exclusively governed by and construed in accordance with the governing law as set out in the table below. The governing law is dependent on the location of the headquarter of the End-Customer.

	Location of End-Customer		
	Europe & MENA	The Americas	Japan
<b>Governing law</b>	The laws of Norway	The laws of the State of New York, USA	The la

### 12.2 Dispute resolution

If at any time a dispute or claim arise out of or in connection with this EULA (whether in contract, in tort, or based on statute or regulation) shall arise, then any Party shall give notice to the other Party in writing of the existence of such dispute or claim, specifying its nature and the point of issue. The Parties shall have sixty (60) calendar days from the date of such notice, or such later period as may be agreed, to resolve the dispute or claim amicably.

Disputes or claims among the Parties that remain unresolved at the expiration of the period specified above may be referred by either Party to and shall be finally and exclusively settled by arbitration. The seat of arbitration shall follow the location of the headquarter of the End-Customer in accordance with the table below.

	Europe & MENA	The Americas
<b>Arbitration rules (deemed to be incorporated by reference herein):</b>	Arbitration Rules of the Oslo Chamber of Commerce (the "OCC Rules").	Arbitration Rules of the International Chamber of Commerce (the "ICC Rules").
<b>Number of arbitrators:</b>	To be determined in accordance with the OCC Rules.	To be determined in accordance with the ICC Rules. If the number of arbitrators is three, then each Party shall have the right to appoint one arbitrator, and the arbitrators shall mutually appoint the third arbitrator.
<b>Seat or legal place of arbitration:</b>	Oslo, Norway.	New York City, USA.
<b>Language of arbitration:</b>	English.	English.

The arbitral proceedings and the arbitral award shall be treated as Confidential Information in accordance with Section 7 above, and this obligation to observe confidentiality shall continue ten (10) years after the termination of this EULA, or ten (10) years after the case is finally settled by an arbitral award, whichever is the latest. For the avoidance of doubt, this confidentiality obligation shall cover all information disclosed in the course of such arbitral proceedings.

## 13. Miscellaneous

### 13.1 Assignment prohibition

To the extent permitted by Applicable Laws, Cognite may assign this EULA. The End-Customer shall not assign this EULA unless agreed between the Parties in writing.

### 13.2 Updates to the EULA

Cognite shall be entitled to update this EULA to reflect changes in Applicable Laws, modifications to the Cognite Technology, or for any other legitimate and reasonable reason.

## 14. Structure

In case of conflict between this EULA, the Cognite SaaS SLA, and the Data Processing Agreement, the documents shall prevail in the order they are listed in the foregoing.

## 15. Definitions

**"Applicable Laws"** means all applicable laws, regulations, requirements, or orders, which are issued by any governmental body with legal authority to exercise legislative, judicial, regulatory, or administrative functions.

**"Applications"** means software that utilizes CDF via the CDF API.

**"Authorized Users"** means those individual End-Customer employees or service providers authorized by End-Customer to use Cognite Technology on End-Customer's behalf, on the terms and conditions of the EULA and the Partner Agreement, and solely for their provision of services to the End-Customer.

**"Background IPR"** means any IPR conceived, designed, created, developed, reduced to practice, or otherwise acquired or controlled by Cognite or the End-Customer prior to, or otherwise outside of and unrelated to the scope of this EULA.

**"CDF"** means Cognite Data Fusion, a software system made and implemented by or on behalf of Cognite, the core functionality of which is to collect, process, and store data and to make such data available for consumption, as further described in the Online Documentation. The term "CDF" shall include CDF API.

**"CDF API"** means one or more application programming interfaces made available as software-as-a-service, which the Applications and Cognite Applications may use to utilize CDF.

**"Cognite"** means Cognite AS, a Norwegian limited liability company with company registration number 918274758, with its corporate seat in Norway.

**"Cognite Applications"** means Applications owned or licensed by Cognite, excluding Applications developed by or on behalf of Cognite for the exclusive use of a third party.

**"Cognite Development Accelerators"** means application development tools and software development kits, which Cognite from time to time may make available.

**"Cognite Partner"** has the meaning set out in the introduction of this EULA.

"**Cognite SaaS SLA**" means Cognite's standard service level agreement (available at <https://content.cognite.com/en/legal/cognite-saas-service-level-agreement-sla>), as amended from time to time.

"**Cognite Technology**" means CDF, Extractors, Cognite Development Accelerators, Cognite Applications, any other technologies owned or licensed by Cognite, and all underlying IPR therein and thereto, including Improvements.

"**Confidential Information**" means any information concerning Cognite, the Cognite Partner, and the End-Customer that may reasonably be considered as proprietary or confidential, whether in a tangible or intangible form, and whether or not designated by a Party as proprietary or confidential, including, without limitation, procedures, documentation, marketing data, trade secrets, know-how, technical data, software, source codes, valuations, costs, rates, and prices and any other information of a proprietary or confidential nature relating to the disclosing Party or its business, as well as any information created or derived from any such information, irrespective of disclosing medium and storage. Without limiting the generality of the foregoing, Confidential Information include any information regarding or gained from CDF and any other Cognite Technology. The Confidential Information may be labeled as "confidential", "proprietary", or similar without this being an explicit requirement for protection as Confidential Information.

"**Data Processing Agreement**" has the meaning set out in Section 5.2.

"**Effective Date**" has the meaning set out in the Partner Agreement with the Cognite Partner.

"**End-Customer**" means you, the legal entity who has entered into a Partner Agreement with a Cognite Partner for the User Right.

"**End-Customer Data**" means data received by Cognite from the End-Customer, or from a third party on behalf of End-Customer in connection with the User Right. The term "**End-Customer Data**" shall include raw data, and processed data, i.e. in the form raw data appears after it has been processed by Cognite (in Cognite's capacity of being a subcontractor to the Cognite Partner), and personal data, but shall exclude, for the avoidance of doubt, CDF and any parts thereof, any information provided in Cognite Hub and Cognite Academy, and any feedback or suggestions regarding the functionality of Cognite Technology.

"**Extractors**" means software made available to the End-Customer by Cognite via the Cognite Partner in the form of executable code for use to extract End-Customer Data and send End-Customer Data to CDF.

"**Improvements**" means any and all modifications, improvements, or further developments of Cognite Technology.

"**IPR**" means intellectual property rights of any kind existing now or in the future anywhere in the world, whether registered or not, and all applications, renewals, extensions of, and rights to apply for the same, including without limitation, patents, trademarks, design rights, copyright, publishing rights, moral rights, database rights, service marks, logos, business names, domain names, trade

names, and other rights in goodwill, know-how, trade secrets, and other protected material, each in any form or format, including without limitation any and all intellectual property rights in and to any inventions, new technology, reports, data, data structures, databases, calculations, documents, drawings, sketches, specifications, equipment, algorithms, heuristics, computer programs, and source codes for software, and including without limitation the right to sue for passing off or unfair competition, rights to use, and to protect the confidentiality of, Confidential Information, and all other intellectual property rights, and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection.

**“Online Documentation”** shall mean the description of CDF that is maintained at <https://docs.cognite.com/cdf/> or on such other webpage Cognite may publish and make available to the End-Customer.

**"Partner Agreement"** means an agreement made between the Cognite Partner and an End-Customer setting out the terms and conditions of the End-Customer's User Right. **“Party/Parties”** mean the End-Customer and Cognite.

**"Term"** has the meaning set out in Section 10.1

**"User Right"** means the right to access and use certain Cognite Technology or a Partner product that uses or is based on Cognite Technology, pursuant to and in accordance with the terms and conditions of a Partner Agreement.