

## TERMS OF SERVICE

Thank you for using Cognism! These terms of service (the “Terms of Service”) govern your access to and use of Cognism websites and services (the “Services”) for the Trial Period, so please read everything carefully. This page explains the terms by which you may use our website, [www.cognism.com](http://www.cognism.com) and any other mobile or web services or applications owned, controlled, or offered by Cognism, including but not limited to the Cognism.com service. By accessing or using the sites you signify that you have read, understood, and agree to be bound by these Terms of Service and the associated Privacy Policy.

### Terms

These Terms of Service are a contract between you (the “Company”) and Cognism Limited (“Cognism”), a United Kingdom company. By accessing these Services, you are agreeing to be bound by these Terms of Service and its conditions of use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing the Services. The materials contained in the Cognism web site and Services are protected by applicable copyright and trademark law.

### Use License

Cognism hereby grants you a revocable, limited, non-exclusive, non-transferable, worldwide right to access and use of the Services. You may not permit the Services to be used by or for the benefit of unauthorized third parties. Nothing in these Terms of Service shall be construed to grant you any right to transfer or assign rights to access or use the Services. All rights not expressly granted to you are reserved by Cognism and its licensors. You shall not (i) modify or make derivative works based upon the Services; (ii) reverse engineer or access the Services in order to copy any features, functions or graphics of the Cognism sites. You further acknowledge and agree that, as between the parties, Cognism owns all right, title, and interest in and to the Services, including all intellectual property rights therein. When this agreement terminates all rights to use the Cognism data and services also terminate, and data should be removed from your systems (please also see “Confidentiality” section below for further details). Cognism does not guarantee a specific match rate on your data as the match rate is dependent on the your data and match rates can vary.

All right, title, interest and ownership rights and any copyright, design right, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trademarks (whether registered or unregistered) and any applications therefor and other intellectual property rights (together “Intellectual Property Rights”) in and to the Cognism Services and Cognism content provided during the trial (“Cognism Content”) belong to Cognism and/or our licensors. All rights are asserted and reserved, save for those expressly granted under this Agreement The Cognism Content may contain licensed materials and our licensors may act to protect their interests in the event of any breach of this Agreement.

### Confidentiality

For all purposes herein, “Confidential Information” means written, oral, or electronic confidential or proprietary information that is disclosed by Cognism or the Company including but not limited to patent and patent applications, trade secrets, and proprietary information, know-how, processes, software programs, software source documents, and including, without limitation, their respective information concerning development, design details and specifications, engineering, financial

information, customer lists, investors, employees, business and contractual relationships, sales and merchandising or other information that is designated in writing, computer diskette, electronic mail, or other medium or oral communication as confidential by discloser at the time of disclosure or within sixty (60) days of disclosure. Confidential Information shall not include information which: (i) is or becomes public knowledge without action by, or involvement of the receiving party; (ii) is received by the receiving party from a third party without a duty of confidentiality; (iii) is independently developed by the receiving party without use of the Confidential Information; (iv) is disclosed pursuant to any judicial or other governmental order, provided that the receiving party gives the disclosing party sufficient prior notice to contest such order; or (v) is approved in writing by the disclosing party for disclosure by the receiving party without restriction.

The receiving party will treat the disclosing party's Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than a reasonable degree of care. The receiving party will only disclose Confidential Information to its employees, agents, and contractors with a need to know who are bound by confidentiality agreements substantially similar to the ones agreed herein.

The receiving party's obligations hereunder with respect to each item of the disclosing party's Confidential Information shall survive until such time as the receiving party can document that (a) it was in the public domain at the time it was communicated to the receiving party by the disclosing party; (b) it entered the public domain subsequent to the time it was communicated to the receiving party by the disclosing party through no fault of the receiving party; (c) it was rightfully communicated to the receiving party free of any obligation of confidence subsequent to the time it was communicated to the receiving party by the other party; or (d) it was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, the receiving party's obligations for nondisclosure of source code shall survive indefinitely and the receiving party will return any tangible materials containing Confidential Information to the disclosing party within 10 days after discloser's written request.

The receiving party agrees to notify the disclosing party in writing of any misappropriation or misuse of Confidential Information that may come to its attention and agrees to cooperate with the disclosing party to regain possession of such information and prevent its further unauthorized use. The receiving party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the disclosing party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the necessity of posting any bond.

All Confidential Information and tangible materials containing Confidential Information shall remain the property of the disclosing party. Nothing herein is intended to grant to the receiving party any rights under any patent, trade secret, copyright, or intellectual property right of discloser, nor shall it grant the receiving party any rights in or to Confidential Information, except solely for the purpose contained herein.

Where applicable, in the following paragraphs, the terms: "Controller", "Processor", "Personal Data", and "Processing" have the meanings ascribed to them in the GDPR; "GDPR" means the European General Data Protection Regulation (2016/679); and "Services" means any Services provided by Cognism to the Company during a trial period. References in this clause to articles of the GDPR shall mean those articles, and also any corresponding articles of the retained version of the GDPR in the UK.

Parties agree that, when using the Cognism Services during the trial period, both parties are responsible for compliance with their own respective obligations under the GDPR where personal data is shared. Cognism may make available to the Company certain Personal Data that the Company will use to test the Services, which shall be treated as Confidential Information.

The parties acknowledge that, when the trial is for Enhance and/or Refresh Services or an enrichment exercise, for the purposes of the GDPR, during the trial period, the Company is the Controller and Cognism is the Processor. The Company hereby instructs Cognism to process Personal Data as reasonably necessary for undertaking the Processor activities during the trial period. When the trial is for Prospector or API Services, the Parties are independent controllers of the data.

If the Company provides any Personal Data to Cognism for the Services, the Company shall ensure that it is entitled to do so and that Cognism may lawfully process that Personal Data on the Company's behalf as per the Company's instructions and, if needed, transmit that Personal Data outside of the European Economic Area ("EEA"), to provide its services during the trial period.

When accessing or using Cognism's platform and Services, the Company shall be solely responsible for compliance with applicable data privacy regulations.

The Company will permanently delete the data provided by Cognism during the trial and all copies thereof (including hard copies and in electronic copies), within 30 days of the termination of the trial period and confirm to Cognism in writing that the deletion is complete. The Company shall not distribute, sublicense, transfer, sell, offer for sale, disclose or make available Cognism platform, any data or any part of the services to which it has access to during the trial period to a third party without the prior written consent of Cognism. The Company shall use all reasonable endeavors to prevent any unauthorised access to, or use of, Cognism platform, or any part of the Services to which it has access during the trial period and shall notify Cognism in writing promptly of any such unauthorised access or use. The Company must notify Cognism within 72 hours in the event of a data breach.

#### Disclaimer

The materials on Cognism's web sites are provided "as is". Cognism makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, or conditions of merchantability, fitness for a particular purpose. Further, Cognism does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

#### Limitations

Save as set in these Terms of Service, the Services, are provided "as is" to the fullest extent permissible pursuant to applicable law. Cognism disclaims all warranties and conditions express or implied, including, but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose, in relation to the Platform and the Services, their use and the results of such use. Cognism specifically disclaims any warranty: that the Platform and the Services and their availability shall be uninterrupted or error-free;

- that defects shall be corrected;
- that there are no viruses or other harmful components;
- that the Services or their use comply with advertising regulation or data protection regulation;
- that the security methods employed shall be sufficient; or

- regarding correctness, accuracy, or reliability.

All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Terms of Service will exclude liability for Cognism which cannot be excluded by law.

In no event shall Cognism or its suppliers be liable for any losses or damages stemming from this trial (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Cognism's Internet site, even if Cognism or a Cognism authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitation of liability for consequential or incidental damages, these limitations may not apply to you.

#### Indemnity

Company agrees to defend, hold harmless and indemnify Cognism from and against any and all losses, costs, expenses, damages or other liabilities incurred by Cognism arising from or related to any cause of action, claim, suit, proceeding, demand or action brought by a third party against Cognism: (a) in connection with Company's use of the Sites including any payment obligations incurred through the trial; or (b) resulting from: (i) Company's use of the Services; (ii) Company's decision to supply profile or payment information via the Services, including personal financial information; (iii) Company's decision to submit applications; (iv) any breach of contract or other claims made by members with which you conducted business through the Services; (v) Company's breach of any provision of this Agreement; (vi) any liability arising from the tax treatment of payments or any portion thereof; (vii) any negligent or intentional wrongdoing by any member with which Company conducted business through the Services; (viii) any act or omission of Company's with respect to the payment of fees to any contractor; (ix) Company's dispute of or failure to pay any invoice or any other payment; or (x) Company's obligations to a contractor. Any such indemnification shall be conditioned on Cognism: (a) notifying Company in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (b) cooperating with Company in the defense or settlement thereof; and (c) allowing Company to control such defense or settlement. Cognism shall be entitled to participate in such defense through our own counsel at our own cost and expense. Cognism reserves the right to report any wrongdoing of which we become aware to the applicable government agencies or otherwise.

#### Sites Terms of Use Modifications

Cognism, Limited may revise these terms of use for its web site at any time without notice. By using this website you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

#### Governing Law

Any claim relating to Cognism's web sites shall be governed by the laws of the United Kingdom without regard to its conflict of law provisions.

#### Data Terms of Use

You agree not to reproduce, duplicate, copy, sell, or resell any of the data made available to you (the "Product") through any Cognism, Limited service, including Cognism. The Product shall be used for your internal business purposes only, and you shall not use the Products or any software for the

benefit of a third party, including reselling or giving away the data.

#### Early termination

Cognism reserves the right to terminate this agreement and suspend access to its Services immediately if the Company breaches any provision in the Terms of Service, ceases to carry on business, is wound up or is dissolved.

#### Privacy Policy

Our updated privacy policy can be found here: <https://cognism.com/legal/cognism-privacy-policy/>

Cognism advises that, as a client, you include Cognism in your Privacy Policy on your list of data suppliers.

#### Contacting Us

If you have any questions or concerns about our Services or these Terms of Service, you may contact us at the following email address: [support@cognism.com](mailto:support@cognism.com).