



# PROFESSIONAL SERVICES AGREEMENT

LAST REVIEWED AND UPDATED OCTOBER 30, 2020

By executing a Service Order Form, the Customer agrees to the terms of this PSA as of the Effective Date. The definitions used in this PSA shall have the same meaning as set out in the Service Order Form, unless otherwise explicitly provided for in the Service Order Form.

The Service Agreement is limited to services performed under each Service Order Form and does not convey any right to access and use any subscription or online services made available by Cognite, which are governed by one or more separate agreements.

Defined terms used in this PSA are set out in Section 13.

## 1. DELIVERY, SIGNOFF AND CHANGES

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### 1.1. DELIVERY OF THE PROFESSIONAL SERVICES

Cognite will provide the Professional Services in accordance with this PSA and the applicable Service Order Form or Service Order Form Amendment.

Upon completion of each Solution and Consultancy Service in accordance with the Service Agreement, Cognite shall, as applicable: (i) provide the Customer with a copy of each delivered Solution; and (ii) upon Customer's request, demonstrate its functionality to Customer.

### 1.2. SIGNOFF OF SOLUTION AND CONSULTANCY SERVICES

If the Parties, in the Service Order Form, have agreed that the Customer shall provide Cognite with a formal notice that a Solution and/or Consultancy Services have been provided to the Customer in accordance with the requirements set out in the Service Order Form ("**Signoff**"), the Customer shall provide Cognite with the Signoff in accordance with this Section 1.2 and expiry of the corresponding Solution Period and/or Consultancy Services Period shall require such Signoff.

Customer shall provide Cognite with a Signoff for each Solution or Consultancy Services that is subject to Signoff. If Customer, in its reasonable and good faith judgment, determines that any provided Solution or Consultancy Services does not meet the requirements set out in the Service Order Form, Customer must notify Cognite in writing within 10 business days after Cognite's provision of the Solution or Consultancy Services, specifying the deficiencies in detail. Cognite shall use commercially reasonable efforts to correct such deficiencies and redeliver the Solution or Consultancy Services to Customer as soon as practicable. Customer shall again review and test the Solution or Consultancy Services against the requirements set out in the Service Order Form, and detail any deficiencies to Cognite in writing within 10 business days after redelivery of the Solution or Consultancy Services. Failure to reject or accept a Solution or Consultancy Services, as set forth above, within 10 days after the provision of the Solution or Consultancy Services to the Customer, shall be deemed as a Signoff.

If a Solution or any Consultancy Services fails to meet the requirements specified in the applicable Service Order Form after its second redelivery to Customer, Customer may either, as its sole and exclusive remedy: (i) again reject the Solution or Consultancy Services and return it to Cognite for further correction and redelivery in accordance with the process described above or (ii) terminate the relevant Solution or Consultancy Services in accordance with Section 9.2, as such failure shall be considered a material breach.

### 1.3. NO EFFECT ON WARRANTY REMEDIES

Signoff of a Solution or Consultancy Services shall not affect Customer's rights or remedies under Section 8 below.

#### 1.4. CHANGES TO THE PROFESSIONAL SERVICES

If at any time during the Term the Customer wishes to change or extend the Professional Services beyond the scope defined in the Service Agreement and Cognite accepts such changes, such changes shall be made by amending the Service Order Form and its SoW(s) (the "**Service Order Form Amendment**"). The Service Order Form Amendment signed by Cognite and the Customer shall be made part of the Service Agreement. In such case, the latest dated and signed Service Order Form and/or Service Order Form Amendment shall constitute the scope of the Professional Services.

The Customer agrees that any change or extension of the Professional Services might result in changes of the estimated fee and/or require additional resources from Cognite subject to similar or different rates than agreed on in the Service Order Form.

## 2. PERFORMANCE

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Cognite shall cooperate with and attend to the interests of the Customer in good faith.

Cognite shall give priority to the Professional Services and shall allocate such resources as reasonably required to perform the Professional Services in a professional and prudent manner.

Cognite shall give notice to the Customer regarding circumstances that may affect the performance of the Professional Services, included but not limited to expected delays.

Cognite shall ensure that the employment of personnel performing the Professional Services is in accordance with Applicable Laws.

Cognite shall obtain and maintain, in due time, such approvals and permits as are necessary for the performance of the Professional Services.

Cognite shall ensure that all software and storage media used in the performance of the Professional Services is free of any malicious software.

## 3. CUSTOMER COOPERATION

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The Customer shall contribute as reasonably necessary and in good faith in order for Cognite to perform the Professional Services to the Customer.

The Customer shall notify Cognite regarding circumstances the Customer ought to understand may affect the ability of Cognite to perform the Professional Services.

## 4. FEES AND PAYMENT

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### 4.1. FEES FOR THE PROFESSIONAL SERVICES

For the Professional Services that the Customer orders or receives, Customer shall pay fees to Cognite in accordance with the pricing and payment terms agreed in the Service Order Form. If no rates are specified in the Service Order Form, Cognite's standard rates in effect at the time the Service Order Form was issued, shall apply.

### 4.2. FEE BASIS

Cognite shall provide the Professional Services either (i) on basis of time (subject to either hourly or daily rates) and materials or (ii) on a fixed fee, in each case as specified for the Professional Services in the Service Order Form.

Any total amount set forth on basis of time and materials shall be regarded as a good faith estimate only and shall not guarantee completion of the Professional Services at such amount. Upon request by the Customer, Cognite shall update the Customer on the fees accrued under the Service Agreement.

#### **4.3. EXPENSES**

The Customer shall reimburse Cognite for travel and subsistence costs occurred in connection with the performance of the Professional Services, unless otherwise has been agreed in the Service Order Form.

Travel time shall be invoiced at 50% of the ordinary hourly rate. Estimates provided regarding travel and subsistence cost shall not be exceeded, unless accepted by the Customer in writing or if due to changes or extensions in the Professional Services ordered by the Customer.

#### **4.4. LATE PAYMENT INTEREST**

If the Customer fails to make any payment when due, then, without limiting Cognite's remedies under Section 4.5 and Section 9, Cognite shall from the first day of delayed payment be entitled to interest on any overdue amount at 9% per year above the central bank of Norway's base rate from time to time, but at 9% per year for any period where that base rate is below 0%. Cognite shall not exercise its right under this Section 4.4 if the Customer is disputing the applicable payment obligation reasonably and in good faith and is cooperating diligently to resolve the dispute.

#### **4.5. PAYMENT DEFAULT**

If overdue fees, with the addition of late payment interest, has not been paid within sixty (60) calendar days of the due date, Cognite may send the Customer a written notice stating that the Service Agreement, including this PSA, shall be terminated as a result of the Customer's breach, unless settlement has taken place within sixty (60) calendar days of receipt of the notice.

Termination for breach shall not take place if the Customer settles the overdue fee, with the addition of late payment interest, prior to the expiry of the sixty (60) days period.

### **5. PERSONAL DATA**

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Before sharing any personal data, the Customer acknowledges that Cognite's Data Processor Agreement shall apply for such data transfer and data processing (available at <https://content.cognite.com/data-processing-agreement>, as amended from time to time). This applies to data shared by the Customer or by a third party on behalf of Customer.

### **6. PROPRIETARY RIGHTS AND LICENSE**

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#### **6.1. BACKGROUND IPR**

Each Party retains all right, title, and interest in and to its Background IPR, and neither Party shall acquire any rights or licenses in or to the other Party's Background IPR unless otherwise explicit set forth in the Service Agreement.

#### **6.2. LICENSE GRANT TO COGNITE**

The Customer accepts to, and does hereby, grant to Cognite such license under the Customer's Background IPR as may be required for Cognite to perform the Professional Services under the Service Agreement.

#### **6.3. RESULTS**

Subject to Section 9.2 and 9.4 and payment of fees due under the Service Agreement, the Results shall be owned by the Customer, and the Customer accepts to, and does hereby, grant to Cognite a fully-paid, royalty-free, perpetual, non-exclusive, sub-licensable, and assignable license to use, modify, and commercialize freely the Results, provided however that source code to the Results shall except if otherwise agreed in writing, be handled by both Parties as Confidential Information, cf. Section 7.

#### **6.4. INFRINGEMENTS**

If the Results infringe any third party's IPR, then any claim from such third party shall be referred to Cognite. Furthermore, Cognite shall apply commercially reasonable efforts to cure the infringement without undue delay.

Until any infringement is resolved, Cognite shall be entitled to make the part of the Results in question unavailable to the Customer.

#### **7. CONFIDENTIALITY**

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All Confidential Information exchanged or otherwise transferred between Cognite and the Customer shall be treated as confidential and 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 the Professional Services, 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 Customer as a user of the Professional Services for reference purposes in its marketing efforts, and may strictly for the purpose thereof reproduce the Customer's tradenames and logos.

The receiving Party shall ensure that Confidential Information shall be handled securely and shall be stored in locked files. Electronically stored information shall be inaccessible to unauthorized personnel.

This obligation to observe confidentiality shall continue for ten (10) years after the expiry or termination of the Service Agreement and this PSA.

#### **8. WARRANTIES, INDEMNIFICATION AND LIMITATIONS OF LIABILITY**

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##### **8.1. WARRANTIES**

Cognite warrants that it shall provide the Professional Services with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the Professional Services.

Unless specifically stated in the Services Order Form, Cognite does not make warranties of any kind, express, implied, or statutory with regard to specific Results being achievable, fit for the intended purpose (or for any purpose) or free from defects or errors.

## **8.2. REMEDIES**

In the event of breach of warranty, the Customer may require that Cognite (i) re-performs the Professional Services, and/or (ii) replaces personnel, who failed to perform the Professional Services in a satisfactory manner.

The remedies set out in this Section 8.2 shall be the Customer's exclusive remedies for breach of the warranty. If Cognite is unable to re-perform the Professional Services as warranted, the Customer shall be entitled to recover the fees paid to Cognite for the deficient Professional Services. The Customer must set forth any claims with regard to the breach of warranties for the Professional Services performed under the Service Agreement, within thirty (30) days of performance of such Professional Services.

## **8.3. KNOCK-FOR KNOCK INDEMNIFICATION**

Cognite shall indemnify the Customer from and against any claim concerning (i) personal injury, disease or loss of life of any employee of Cognite; and (ii) loss of or inability to recover or damage to property of Cognite, arising out of or in connection with the Service Agreement. This shall apply regardless of cause, whether through negligence and/or breach of duty (statutory or otherwise) of any of the Customer's affiliates that arises out of or in connection with the Service Agreement.

The Customer shall indemnify Cognite from and against any claim concerning (i) personal injury, disease, or loss of life of any employee of the Customer; (ii) loss of or inability to recover or damage to property of the Customer; and (iii) damage to the environment arising out of or in connection with the Service Agreement. This shall apply regardless of cause, whether through negligence and/or breach of duty (statutory or otherwise) of any of Cognite's affiliates that arises out of or in connection with the Service Agreement.

## **8.4. IPR INDEMNIFICATION**

Cognite shall indemnify the Customer against any claim from any third party that the normal use of the Results infringes such third party's IPR, provided that Cognite is given immediate and complete control of such claim, that the Customer does not prejudice Cognite's defense of such claim, that the Customer gives Cognite all reasonable assistance in connection with such claim, and that the claim does not arise as a result of the use otherwise than in accordance with the terms of this PSA. The foregoing states the entire liability of Cognite to the Customer of the infringement of IPR of any third party. This Section 8.3 regarding infringement applies correspondingly should any delivery of the Customer, infringe any third party's IPR.

## **8.5. INDEMNIFICATION CONDUCT**

A Party shall promptly notify the other Party if it receives a claim that the other Party shall be obliged to indemnify. Whenever possible, the other Party shall take over the defence of the claim. The Parties shall promptly give each other information and other assistance needed for handling the claim. The indemnified Party shall not compromise or settle or otherwise dispose of a claim, in whole or in part, without the written consent of by the other Party.

## **8.6. LIMITATION OF DAMAGES**

In no event shall the Parties be liable towards the other Party under or in connection with this Service Agreement/PSA or the subject matter contemplated hereunder, including, without limitation, the Professional Services, 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 data and consequences hereof, loss related to third party claims, or loss of profit or anticipated profit, in each case whether indirect or not.

The aggregate liability of each Party for loss arising out of or in connection with the Professional Services Agreement and this PSA shall not exceed 50% of the fees amounts accrued during six (6) months prior to the event giving rise to the liability, less value added tax. For the avoidance of doubt this limitation of liability shall be cumulative and not per incident.

The limitations set out in this Section **Feil! Fant ikke referansekinden.** shall not apply in relation to a Party's breach of Section 7, or in the case of gross negligence or wilful misconduct by Cognite or the Customer, nor apply in relation to the indemnification provisions set out in Section **Feil! Fant ikke referansekinden.**3.

## 9. TERM AND TERMINATION

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### 9.1. TERM

This PSA enters into force on the Effective Date and shall remain in force until the Service Period expires, unless terminated earlier in accordance with this PSA (the "**Term**").

### 9.2. TERMINATION FOR BREACH

A Party is entitled to terminate the Service Agreement, by written notice to the other Party, if the other Party is in material breach of the Services Agreement, and fails to remedy the breach within 30 days following written notice of breach from the other Party.

If the material breach from the Customer is not possible to remedy, Customer's rights as set out in Section **Feil! Fant ikke referansekinden.** shall lapse with immediate effect and be transferred to Cognite.

For the avoidance of doubt, any termination done by Cognite because of material breach from the Customer is without liability to Cognite, and such termination do not release the Customer from any payment obligation, nor does it entitle the Customer to any refund.

### 9.3. TERMINATION FOR INSOLVENCY

A Party is entitled to terminate the Service Agreement, including this PSA, the Service Order Form, and any Service Order Form Amendment, by written notice to the other Party if:

- (a) an order is made or a resolution is passed for the winding up or insolvency of the other Party, or the other Party makes an assignment for benefit of creditors generally, or a receiver or administrator is appointed to its assets or any similar process is put into effect or the other Party suspends payment of its debts or is unable to pay its debts as they become due; or
- (b) the other Party files for bankruptcy, becomes insolvent, or makes a general compromise or arrangement with its creditors.

### 9.4. EFFECT OF TERMINATION

If the Service Agreement terminates, for reasons other than as the completion and acceptance of the Professional Services in accordance with Section **Feil! Fant ikke referansekinden.**1.2, the Customer's rights as set out in Section 6.3 lapses simultaneously and automatically transfers to Cognite.

## 10. COMPLIANCE WITH APPLICABLE LAWS

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### 10.1. GENERAL

The Parties shall comply with any Applicable Laws of any authority having jurisdiction in general and in connection with this PSA and the Professional Services.

### 10.2. EXPORT COMPLIANCE

The Professional Services may be subject to export laws and regulations of the United States and other jurisdictions. Cognite and the Customer each represents that it is not included on any U.S. government denied-party list. The Customer shall not permit any user to access or use any Professional Services in a United States' embargoed country or region or in violation of any United States' export laws or regulations.

### 10.3. HEALTH, SECURITY AND ENVIRONMENT, AND ANTI-BRIBERY

The Customer shall (i) give priority to safety in order to protect life, health, the environment, and property; and (ii) ensure that tax deductions and other payments are made in accordance with Applicable Laws.

Without limiting the generality of this Section 10 and in recognition of the Applicable Laws relating to anti-bribery and corruption of any country in which Cognite delivers the Professional Services, the 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. GOVERNING LAW AND DISPUTES**

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**11.1. COGNITE CONTRACTING ENTITY AND NOTICES**

The Cognite entity entering into this Service Agreement, and the customer contact details to which the Customer shall direct notices under this Service Agreement, are set out in the Service Order Form.

**11.2. GOVERNING LAW**

Any dispute arising out of or in connection with this Service Agreement 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 Cognite entity that has entered into the Service Agreement with the Customer.

	<b>Cognite AS</b>	<b>Cognite K.K.</b>	<b>Cognite Inc.</b>
<b>Governing law</b>	The laws of Norway	The laws of Japan	The laws of the State of New York, USA

**11.3. DISPUTE RESOLUTION**

If at any time a dispute, controversy, or claim arising out of or in connection with this PSA, its interpretation, construction or performance, or the breach or enforcement thereof, or any claims or disputes that in any way concern the conduct of any Party in connection with this PSA or otherwise (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, controversy, or claim, specifying its nature and the point of issue. The Parties shall have sixty (60) days from the date of such notice, or such later period as may be agreed, to resolve such dispute, controversy, or claim amicably.

Disputes, controversies, or claims among the Parties that remain unresolved at the expiration of the period specified in Section 11.3 may be referred by either Party to and shall finally and exclusively be settled by arbitration conducted in accordance with the table below.

	<b>Cognite AS</b>	<b>Cognite K.K.</b>	<b>Cognite Inc.</b>
<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 Japan Commercial Arbitration Association (the “JCAA 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 JCAA 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.	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.	Tokyo, Japan	New York, USA.

The language of the arbitration shall be English. The arbitral proceedings and the arbitral award shall be kept strictly confidential. This confidentiality obligation shall cover all information disclosed in the course of such arbitral proceedings. This obligation to observe confidentiality shall continue ten (10) years after the termination of this Service Agreement, or ten (10) years after the case is finally settled by an arbitral award, whichever is the latest. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings.

## 12. MISCELLANEOUS

### 12.1. ASSIGNMENT PROHIBITION

The Customer shall not assign this PSA, unless agreed between the Parties.

### 12.2. UPDATES TO THE PSA

Cognite shall be entitled to update this PSA to reflect changes in Applicable Laws or for any other legitimate and reasonable reason.

### 12.3. SUBCONTRACTING

Cognite shall be entitled to subcontract any of its obligations under the Service Agreement, but shall remain liable for all subcontracted obligations and its subcontractors' acts or omissions as for its own.

### 12.4. FORCE MAJEURE

If an extraordinary situation should arise which is outside the control of the Parties, and which makes it impossible for the Parties to fulfil its obligations under this PSA, the affected Party shall notify the other Party of this as soon as reasonably practicable. Such an extraordinary situation shall include war, strike, lockout, riot, epidemic, pandemic, and natural catastrophes such as flood, earthquake, hurricane, volcanic eruption, and sandstorm ("Force Majeure"). The obligations of the affected Party shall be suspended for as long as the Force Majeure prevails. Without limiting the generality of the foregoing, a Party shall not be liable for any delay or failure in performing its obligations, if such delay or failure is reasonably attributable to the SARS-CoV-2 pandemic or circumstances related thereto.

Each Party shall keep each other fully informed of the actual and any expected effects of any Force Majeure, of the steps the affected Party is taking to mitigate the effects of the Force Majeure, and the expected duration of the Force Majeure event.

Where a Force Majeure has occurred, the other Party may only terminate this PSA (i) with the consent of the affected Party, or (ii) if the Force Majeure lasts or is expected to last for more than ninety (90) calendar days from the date on which the situation arose, and in such case only with fifteen (15) calendar days' notice. Each of



the Parties shall cover their own costs associated with ending this PSA. Neither Party shall be entitled to bring a claim against the other as a consequence of the termination of this PSA in accordance with this provision.

**12.5. ENTIRE AGREEMENT**

The Service Agreement and any additional terms agreed in writing between Cognite and the Customer and specifically stated to be additional terms to the Service Agreement constitute the entire agreement between Cognite and the Customer on the subject matter hereof, and this Service Agreement supersedes any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by the Customer shall not override or form a part of this Service Agreement, and shall be void.

### 13. DEFINITIONS

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"**Applicable Laws**" mean 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.

"**Background IPR**" means any IPR (i) Controlled by a Party prior to the Effective Date or (ii) Controlled by such Party during the Term, but not generated in the performance of the activities contemplated under the Service Agreement.

"**Cognite**" means the Cognite entity entering into this Service Agreement as set out in the Service Order Form.

"**Cognite Solutions SLA**" means Cognite's service level agreement agreed between the Parties in the Service Order Form.

"**Confidential Information**" means any information concerning Cognite and the 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. The Confidential Information may be labelled as "confidential", "proprietary", or similar without this being an explicit requirement for protection as Confidential Information.

"**Consultancy Services**" has the meaning set out in the Service Order Form.

"**Consultancy Services Period**" means the period stated in the Service Order Form.

"**Control**" or "**Controlled**" means with respect to any item of IPR, the possession (whether by ownership or license, other than pursuant to the Service Agreement) by a Party or its affiliates of the ability to grant to the other Party access or a license under such item or right without, in the case of such rights that are licensed from a third party, violating the terms of any agreement or other arrangement with any third party existing before or after the Effective Date.

"**Customer**" means you, the legal entity who has entered into a Service Agreement for certain Professional Services by signing and accepting the Service Order Form.

"**Customer Cooperation**" means the activities described in Section 3 including all the Customer activities specified in the Service Order Form.

"**Data Processor Agreement**" means the data processor agreement set out in the document available <https://content.cognite.com/data-processing-agreement>, as amended from time to time.

"**Effective Date**" has the meaning set out in the Service Order Form.

"**Initial Solution Support Subscription Period**" means the period stated in the Service Order Form.

"**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.

**"Parties"/ "Party"** has the meaning given in the Service Order Form.

**"Professional Services"** means the individual service, including the timing, fees and other terms and conditions applicable, as stated in the Service Order Form.

**"Renewal Solution Support Subscription Period"** means the period stated in the Service Order Form.

**"Results"** means means any results arising out of the performance of the Professional Services including and not limited 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, as well as any IPR related thereto.

**"Service Agreement"** means the Service Order Form, with the SoW and if agreed, the Cognite Solutions SLA, any Service Order Form Amendment, and this PSA, including the Data Processor Agreement.

**"Service Order Form"** means the individual order form that provides and confirms which Professional Services are ordered and the terms and conditions to apply thereto, including SoW(s) and if agreed, the Cognite Solutions SLA.

**"Service Order Form Amendment"** means a written order form that changes the Professional Services in a Service Order Form.

**"Service Period"** means the period stated in the Service Order Form.

**"Solution"** has the meaning set out in the Service Order Form.

**"Solution Period"** means the period stated in the Service Order Form.

**"Solution Support"** has the meaning set out in the Service Order Form.

**"SoW"** means a statement of work describing Professional Services to be provided hereunder, that is entered into between Customer and Cognite and incorporated into the Service Order Form.

**"Term"** has the meaning set out in Section 9.1.