

**RESELLER ORDER FORM**

**FOR COGNITE SOFTWARE AND SERVICES**

This Reseller Order Form, entered into and signed as of the date below, is between Cognite and the Reseller. The order details set forth below are governed by and subject to the terms and conditions of the Agreement Form and the License and Reseller Agreement (together the "**Agreement**") between Cognite and the Reseller. Capitalized terms used but not defined herein, shall have the same meaning as set out in the Agreement.

**ALL ORDERS ARE NON–CANCELABLE AND PAYMENTS ARE NON-REFUNDABLE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Product ("Subscription Item")** | **Quantity** | **Term start date** | **Term end date** | **Total price** |
| **CDF** |  |  |  |  |  |
|  |  |  | Tax | **(**[=]**%)** |  |
|  |  |  | **Grand total:** |  |  |

**General conditions:**

**End-Customer's Normal Business Activities:** The Subscription shall be restricted tothe End-Customer's Normal Business Activities, which shall mean all activities that are presently, or may reasonably become, part of the business of the End-Customer, excluding, for the avoidance of doubt, any commercialization of any of the Subscription Items through licenses to third parties or otherwise.

**Limitation on data usage (applicable to all Subscription Items):** The data usage shall be within normal and reasonable use of the Subscription Item in question. The Reseller shall, and shall ensure that the End-Customer shall, make all reasonable efforts to avoid unnecessary data usage.

**Subscription period and renewal:** The Subscription runs for the duration of time as stated in this Reseller Order Form (the "**Initial Subscription Period**"). The Subscription automatically renews for twelve (12) months at a time after the Initial Subscription Period, unless either Cognite or the Reseller provides written notice no later than three (3) months prior to the end of the then current subscription period that the Subscription shall not renew.

**EULA:** For information purposes, the EULA shall apply between Cognite and the End-Customer for the Subscription Items set out herein and any amended or subsequent order forms.

**Technical Support:** If Cognite shall provide any technical support, this shall be subject to Cognite SaaS SLA (available at <https://content.cognite.com/cognite-saas-service-level-agreement-sla>), as amended from time to time).

**Transfer of personal data**: If the End-Customer shall transfer personal data to an entity registered in a country in the European Union or the European Economic Area for processing in such country, then Cognite's Data Processing Agreement (or sub-data processor agreement) shall apply for such transfer and data processing (available at <https://content.cognite.com/en/legal/data-processing-agreement>, as amended from time to time).

**Payment terms and conditions:** The payment of the grand total set out in this Reseller Order Form, are subject to the payment terms set out in the Agreement.

**Special conditions:**

**Territory of End-Customer's Normal Business Activities:** [insert]

**Industry of End-Customer's Normal Business Activities:** [insert]

**Other special conditions, if applicable:** [insert special conditions or insert N/A]

|  |  |  |  |
| --- | --- | --- | --- |
| **BILLING PARTY – THE RESELLER:** | | **THE END-CUSTOMER:** | |
| Company name: |  | Company name: |  |
| Address: |  | Address: |  |
| Contact name: |  | Contact name: |  |
| Phone number: |  | Phone number: |  |
| Email address: |  | Email address: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **On behalf of the Reseller** | | **On behalf of Cognite** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |