



Software Licence Agreement

THIS AGREEMENT is dated this 1st day of 2026

The Parties

- 1) **COGNNI LIMITED**, a company incorporated and registered in England and Wales with company number 12035890 whose registered office is at Suite 8, 1st Floor, Jason House, Kerry Hill, Horsforth, Leeds, LS18 4JR (**Supplier**); and
- 2) **THE CUSTOMER**, as follows:

Company Name

Company Number

Registered Office

together, **the parties**.

- BACKGROUND**
- (A) The Supplier has developed and owns the software as set out in Schedule 2 (**Software**).
- (B) The Supplier has agreed to grant to the Customer a non-exclusive licence to use the Software.

IT IS AGREED: (see attached Software Licence Terms & Conditions)

SCHEDULE 1 | Special Terms

Commencement Date:

End User Code:

User Subscriptions:

Licence fee

Initial fee

Reviews

SCHEDULE 2 | Software Specifications

Knowledge Management System (as described at cognni.com)

Signed for and on behalf of:

Company:

Cognni Limited

Print Name:

Gareth Ratcliffe

Position:

Director

Date:

Signature:

Signed for and on behalf of:

Company:

Print Name:

Position:

Date:

Signature:

COGNNI LIMITED

and

Software Licence Terms & Conditions

DATED 2026

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It is agreed:

1. Interpretation

1.1 The following definitions shall apply in this agreement:

Agreement	means this software licence agreement;
Applicable Laws	the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data.
Authorised Users	those employees, agents and independent contractors of the Customer and any Group Company who are authorised by the Customer to use the Software;
Business Day	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;
Commencement Date	means the date set out in Schedule 1;
Customer Personal Data	means all Personal Data that is processed by or on behalf of the Customer using the Software;
Data Storage	means 250Mb per Authorised User made available to the Customer to store information or other materials whilst using the Software as set out in Schedule 1;
Data Protection Legislation	(i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998 and Data Controller, Data Processor and Personal Data shall all have the meanings given to them in the Data Protection Legislation;
End User Code	shall have the meaning given to it in Schedule 1;
Group Company	means a member of the group consisting of the Company's holding company and any subsidiaries of such holding company (the expressions "holding company" and "subsidiary" bearing the same meanings as they respectively bear in the Companies Act 2006;
Initial Fee	the fee payable by the Customer to the Supplier for providing the Set-up Services as set out in Schedule 1;
Insolvency Event	means if either party:

- a) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- b) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

Intellectual Property Rights means:

- a) any and all rights in any copyrights, patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, database rights, know-how, rights in designs and inventions;
- b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);
- c) rights of the same or similar effect or nature as or to those in paragraphs a) and b) which now or in the future may subsist; and
- d) the right to sue for past infringements of any of the foregoing rights;

Licence means the licence to use the Software in accordance with this Agreement;

Licence Fee means the fee payable by the Customer to the Supplier for the Licence as set out in Schedule 1 of this Agreement;

Licence Term means the period beginning on the Commencement Date and ending on the date of the termination or expiry of this Agreement in accordance with its terms;

Normal Business Hours means the business hours of the Supplier which shall be 9am to 5pm on any Business Day;

Set-up Services the configuration of the Software specifically branded for the Customer;

Software the Knowledge Management Platform as described at cognni.com, including any Upgrades;

Specification means the specification of the Software as detailed in Schedule 2;

Support Services	means the standard customer support services provided by the Supplier (or any third party by whom such support services may be provided) to the Customer as set out in Appendix 1;
Upgrades	means any update to or new version of the Software and/or any enhancement to the functionality of the Software licenced to the Customer pursuant to the Licence;
User Subscriptions	means the user subscriptions purchased by the Customer which entitle Authorised Users to access and use the Software in accordance with this Agreement as set out in Schedule 1;
Warranty	means the warranty set out in clause 7.1 of this Agreement.

- 1.2 Clause, schedule and paragraph headings do not affect the interpretation of this agreement.
- 1.3 A reference to a person includes a natural person, a corporate or unincorporated body (whether or not having a separate legal personality).
- 1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.5 A reference to writing or written includes faxes and e-mail.
- 1.6 Words in the singular include the plural and, in the plural, include the singular.
- 1.7 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

2. Grant and scope of Licence

- 2.1 Subject to the payment of the applicable Licence Fee and the other terms and conditions of this Agreement, the Supplier grants to the Customer a non-exclusive and non-transferable Licence to permit the Authorised Users to use the Software during the Licence Term solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
 - 2.2.1 the maximum number of Authorised Users that it authorises to access and use the Software shall not exceed the number of User Subscriptions it has purchased from time to time;
 - 2.2.2 each Authorised User shall keep a secure password for his use of the Software, that such password shall be changed regularly and that each Authorised User shall keep his password confidential;
 - 2.2.3 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times; and

- 2.2.4 if at any time whilst using the Software, the aggregated amount of Data Storage made available by the Supplier is exceeded by the Authorised Users, the Customer shall be obliged to:
- a) remove such information and materials so as not to exceed the aggregated amount of Data Storage; or
 - b) purchase such number of User Subscriptions which, by virtue of the Supplier's User Subscription bandings, is equal to or greater than the Data Storage used or being used as set out in the Supplier's then current list price;
- 2.2.5 all Authorised Users shall use the Software in compliance with any relevant legislation or other legal requirements, including without limitation the requirements of the Data Protection Legislation and any regulations under the Data Protection Legislation.
- 2.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 2.4 The Customer acknowledges that it is licensed to use the Software only in accordance with the terms of this Agreement and not further or otherwise.
- 2.5 The Customer acknowledges that it is responsible to ensure that all Authorised Users have received sufficient training and have the necessary understanding of the Software to make proper use of and obtain proper benefit from the Software and that, save to the extent otherwise detailed in Schedule 1, the Supplier shall have no obligation to provide training to the Customer in relation to the subject matter of the Software.

3. Restrictions

- 3.1 Except to the extent permitted by applicable law or as expressly allowed in this Agreement, the Customer shall not:
- 3.1.1 translate, adapt, disassemble, reverse engineer, decompile or copy the whole or any part of the Software, nor arrange or create derivative works based on the Software;
 - 3.1.2 make any modifications, additions or enhancements to the Software for any purpose including (without limitation) error correction;
 - 3.1.3 permit the whole or any part of the Software to be combined or merged with or become incorporated in any other program;
 - 3.1.4 assign, distribute, licence, sell, charge or otherwise deal in or encumber the Software;
 - 3.1.5 use the Software on behalf of or make it available to any third party nor allow or permit a third party to do so; or
 - 3.1.6 remove or alter any copyright or other proprietary notice on any of the Software.

- 3.2 The Customer shall not use the Software and shall procure that the Authorised Users shall not use the Software to store content that may be considered improper or inappropriate, including (without limitation) any content that:
- 3.2.1 infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
 - 3.2.2 is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; or
 - 3.2.3 aims to distribute software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any system, data, password or other information of the Supplier or any third party.
- 3.3 If the Customer breaches the restrictions contained in this clause 3, the Supplier shall have the right to immediately suspend (without liability on the Supplier's part) the Customer's access to the Software and the provision of the Support Services.

4. Support Services

The Supplier will, as part of this Agreement and at no additional cost to the Customer, provide the Customer with Support Services during Normal Business Hours.

5. Fees and payment

- 5.1 The Customer shall pay to the Supplier the Initial Fee (if applicable) as set out in Schedule 1 in full and in cleared funds within 30 days of receipt of the Supplier's invoice and the Customer agrees and acknowledges that until payment of the same by the Customer, the Supplier shall not be obliged to commence carrying out the Set-up Services.
- 5.2 The Supplier shall invoice the Customer for the Licence Fee in advance, such Licence Fee to be invoiced on the Commencement Date.
- 5.3 The Customer shall pay to the Supplier the Licence Fee as detailed in clause 5.2, in full and in cleared funds and a Net Monthly Account basis by the end of the month following the month in which a valid invoice is dated by the Supplier.
- 5.4 The Licence Fee and the Initial Fee are exclusive of VAT and any other sales tax or duty which, if applicable, shall be paid additionally by the Customer at the then prevailing rate.
- 5.5 The Customer shall make payment of any sums due under this Agreement by way of electronic transfer into the Supplier's nominated bank account as follows, quoting the End User Code as the reference:

Account name: Cognni Limited

Sort code: 09-01-29

Account number: 44186023

- 5.6 If any sum due to the Supplier under the Agreement is in arrears for more than 28 days, the Supplier may without prejudice to any other right or remedy:
- 5.6.1 immediately suspend (without liability on the Supplier's part) the Customer's access to the Software and the provision of the Support Services; and/or
 - 5.6.2 charge interest on such overdue sum on a day-to-day basis from the original due date until paid in full at rate of 3% above Lloyds Bank plc's base lending rate in force from time to time.
- 5.8 The Supplier shall use reasonable endeavours to lift any suspension under clause 5.6.1 within 2 Business Days of payment of such overdue sums being received into the Supplier's nominated bank account.
- 5.9 The Customer must notify the Supplier in writing within 5 Business Days of receipt of an invoice if the Customer considers such invoice incorrect or invalid for any reason and the reasons for withholding payment failing which the Customer will raise no objection to any such invoice and will make full payment in accordance with it.
- 6. Intellectual Property Rights**
- 6.1 The Customer acknowledges and agrees that:
- 6.1.1 all Intellectual Property Rights in the Software are and shall belong to the Supplier;
 - 6.1.2 that rights in the Software are licensed (not sold) to the Customer; and
 - 6.1.3 that the Customer has no rights in, or to, the Software other than the right to use it in accordance with the terms of this Agreement.
- 6.2 The Customer acknowledges that it has no right to have access to the Software in source code form or in unlocked coding or with comments.
- 6.3 The Supplier acknowledges that all Intellectual Property Rights in:
- 6.3.1 all of the Customer's data uploaded to the Software; and
 - 6.3.2 any documents, information or other materials developed or created by the Customer in the course of using the Software;
- will belong to and vest with the Customer and that the Supplier will acquire no right, title or interest of any nature in such items or to any Intellectual Property Rights in such items and no licence is granted to the Supplier for the use of such data.
- 6.4 The Supplier shall indemnify the Customer against any claim that use of the Software in accordance with this Agreement infringes the Intellectual Property Rights of any third party in the United Kingdom, provided that:-
- 6.4.1 the Customer does not prejudice the Supplier's defence of such a claim;

- 6.4.2 such infringement is not caused by or contributed to by the Customer's or any third party's acts or omissions other than the use of the Software in accordance with this Agreement;
- 6.4.3 the Supplier is promptly notified in writing of the details of the claim;
- 6.4.4 the Customer gives the Supplier all reasonable assistance with such claim; and
- 6.4.5 the Supplier has sole conduct and control of the claim and its settlement or resolution.

7. Warranty and indemnity

- 7.1 Subject to clauses 7.3 and 7.4, the Supplier warrants that at all material times during the Licence Term:
 - 7.1.1 it has the right to grant to the Customer a Licence to use the Software in accordance with the terms of this Agreement;
 - 7.1.2 Schedule 2 correctly describes the operation of the Software in all material respects; and
 - 7.1.3 the Software will, when used properly, perform substantially in accordance Schedule 2.
- 7.2 If, within the Licence Term, the Customer notifies the Supplier in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with Schedule 2, the Supplier will, at its absolute discretion, either repair or replace the Software, provided that the Customer makes available all the information that may be necessary to assist the Supplier in resolving the defect or fault, including sufficient information to enable the Supplier to recreate the defect or fault.
- 7.3 The Warranty does not apply:
 - 7.3.1 if the defect or fault in the Software results from the Customer having amended the Software; or
 - 7.3.2 if the defect or fault in the Software results from the Customer having used the Software in contravention of the terms of this Agreement, including (without limitation) breach of the restrictions in clause 3.
- 7.4 The Supplier does not warrant that the operation of the Software shall be uninterrupted or bug or error-free and the Customer acknowledges that the existence of any minor errors or bugs shall not constitute a breach of this Agreement.
- 7.5 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Software.

8. Limitation of liability

- 8.1 The Customer acknowledges that the Software has not been developed to meet its individual requirements and that it is therefore its responsibility to ensure that the facilities and functions of the Software as described in Schedule 2 meet its requirements.
- 8.2 The Supplier shall not under any circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- 8.2.1 loss of profits, sales, business, or revenue;
 - 8.2.2 business interruption;
 - 8.2.3 loss of anticipated savings;
 - 8.2.4 loss or corruption of data or information;
 - 8.2.5 loss of business opportunity, goodwill or reputation; or
 - 8.2.6 special, indirect or consequential loss or damage.
- 8.3 The Supplier's maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the Licence Fee.
- 8.4 Nothing in this Agreement shall limit or exclude the Supplier's liability for:
- 8.4.1 death or personal injury resulting from the Supplier's negligence;
 - 8.4.2 fraud or fraudulent misrepresentation; or
 - 8.4.3 any other liability that cannot be excluded or limited by law.
- 8.5 This Agreement sets out the full extent of the Supplier's obligations and liabilities in respect of the supply of the Software and the granting of the Licence. Except as expressly stated in this Agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Supplier. Any condition, warranty, representation or other term concerning the supply of the Software, the grant of the Licence and the provision of Support Services which might otherwise be implied into, or incorporated in, this Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- ### 9. Term and termination
- 9.1 The Licence shall commence on the Commencement Date and, unless terminated earlier by either party in accordance with any of the provisions of this clause 9 or any other relevant clause of this Agreement, shall continue for a minimum period of thirty six (36) months.
- 9.2 The Licence Term shall be automatically extended without further action for an additional period of twelve (12) months (**Further Term**) at the end of the initial thirty six (36) months, unless:

- 9.2.1 terminated earlier by either party in accordance with its terms; or
 - 9.2.2 either party notifies the other party in writing at least three (3) months before the end of the current Licence Term or that this Agreement is terminated with effect of the end of the then current Licence Term.
- 9.3 Either party may terminate this Agreement immediately by written notice to the other if:
- 9.3.1 the other party commits a material or persistent breach of this Agreement which it fails to remedy (if remediable) within 28 days after the service on it by the other party of written notice requiring it to do so; or
 - 9.3.2 the other party suffers an Insolvency Event.
- 9.4 Upon termination of this Agreement then the Licence granted under clause 2 will terminate and the Customer shall cease using the Software and shall, following its removal or transfer of all of its documents, information or materials (such removal or transfer to take place by the Customer within 14 days), delete or remove the Software from all computer equipment in its possession.

10. Notices

- 10.1 Notices shall be served to either party at the address set out at page 1 of this Agreement or to such other address as they may notify the other party from time to time in accordance with this clause 10.
- 10.2 Any notices given will be deemed received and properly served immediately when posted on the Supplier's website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

11. Confidentiality

- 11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2 or 11.3.
- 11.2 Each party may disclose the other party's confidential information:
 - 11.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
 - 11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 11.3 The Customer acknowledges and accepts that the Supplier may disclose anonymised confidential information to its network of introducers and that such disclosure does not constitute breach of the Supplier's duty of confidentiality under this clause 11 or otherwise.
- 11.4 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 11.5 The Customer acknowledges that details of the Software, and the results of any performance tests of the Software, constitute the Supplier's confidential information.
- 11.6 The Supplier may not refer to the Customer or this Licence in any publicity or advertising materials without first obtaining the Customer's written consent (such consent not to be unreasonably withheld or delayed).
- 11.7 This clause 11 shall survive termination of this agreement, however arising.

12. Data Protection Compliance

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor.
- 12.3 The Supplier shall maintain a register setting out the scope, nature and purpose of processing (as defined in the Data Protection Legislation) by the Supplier, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation) and make this available to the Customer upon request.
- 12.4 Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier for the duration and purposes of this Agreement.
- 12.5 Without prejudice to the generality of clause 12.1, the Supplier shall, in relation to any Customer Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:
 - 12.5.1 process that Customer Personal Data only on the written instructions of the Customer unless the Supplier is required by Applicable Laws to process Customer Personal Data;
 - 12.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be

- restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 12.5.3 ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential; and
- 12.5.4 not transfer any Customer Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- a) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - b) the data subject has enforceable rights and effective legal remedies;
 - c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Personal Data that is transferred; and
 - d) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Personal Data;
- 12.5.5 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 12.5.6 notify the Customer without undue delay on:
- a) becoming aware of a Personal Data breach;
 - b) receiving any complaint or request from a data subject relating to Customer Personal Data processed on behalf of the Customer, or any correspondence from a regulator or any third party relating to or which involves Customer Personal Data. The Supplier shall deal with and respond to such data subjects, a regulator or other third party only in accordance with the Customer's written instructions and shall not release any Customer Personal Data without the Customer's express written consent; or
 - c) if it becomes aware of any circumstance which may cause either party to breach this Agreement or the Data Protection Legislation in relation to the Customer Personal Data being processed on behalf of the Customer.
- 12.5.7 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Customer Personal Data;
- 12.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 12; and

- 12.5.9 cooperate with and contribute to data protection audits conducted by the Customer or an external auditor appointed by the Customer where it has been provided with reasonable notice and where such audit shall not interfere with the usual running of the Supplier's business and is conducted during business hours.
- 12.6 The Customer consents to the Supplier appointing such third-party processors of Customer Personal Data under this Agreement as are required for the provision of the Software and the Support Services. The Supplier shall remain liable for the processing activities of each sub-Processor as if those actions were its own.
- 13. Other important terms**
- 13.1 The Supplier may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights and obligations under this Agreement to another person, but this will not affect the Customer's rights or the Supplier's obligations under this Agreement.
- 13.2 The Customer may only assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement to another person with the prior written consent of the Supplier.
- 13.3 Unless otherwise agreed in writing, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 13.4 Each of the provisions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- 13.5 This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.
- 13.6 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 13.7 This Agreement, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. The parties irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.