STANDARD SUBSCRIPTION AGREEMENT TERMS (US 2026:1)
Kognity Teaching & Learning Platform Service

1 INTRODUCTION

These standard subscription agreement terms (the "**Standard Terms**") apply to the delivery and use of the Service.

2 DEFINITIONS

2.1 In this document:

"**AI Content**" means any inputs or outputs generated by AI Features;

"**AI Features**" means any generative artificial intelligence, machine learning or similar technologies, feature or capability made available within the Service from time to time;

"**Confidential Information**" means User Data and any other information that regardless of its form (written or oral) or explicit designation as confidential, by its nature, or the circumstances of its disclosure, makes it reasonably likely that it is confidential;

"**Customer Privacy Policy**" means Kognity's customer privacy policy applicable to the delivery of the Service to Subscribers in the United States, available at https://kognity.com/privacy/us-customer-privacy-policy/ from time to time;

"**De-identified Data**" means records and information that have had all personal identifiers removed or obscured such that the remaining information does not permit a User's identity to be personally identifiable, taking into account all reasonably available information;

"**Effective Date**" means the start date for the Subscription Plan set out in the Order Form;

"**Feedback**" means comments, suggestions, improvements, ideas or other feedback, whether written or oral;

"**Intellectual Property Rights**" means all copyright and related rights, design rights, registered designs, patents, trade and service marks, database rights, semi-conductor topography rights, know-how, trade secrets, rights in confidential information and all other intellectual property rights, whether registered or unregistered, throughout the world for the full term of the rights concerned;

"**Kognity**" means Kognity USA, Inc., a Delaware corporation with address 263 Shuman Blvd. Suite 145, Naperville, IL 60563, USA, and its affiliates;

"**Order Form**" means the written order form, order confirmation or renewal confirmation entered into by Kognity and Subscriber setting out, among other things, the Subscription Plan and pricing;

"**School**" means an independent school, organizational unit of a School District or other organization providing education to students, but not including School Districts;

"**School District**" means a local education agency, school network, other regional educational system or cooperative of such entities, responsible for education;

"**Service**" means all educational teaching and learning materials, including textbooks, videos, assessments, practice centers, laboratories, animations and other digital media, provided by Kognity from time to time;

"**Subscriber**" means the subscriber set out in the Order Form, which can be a School or a School District;

"**Subscription Agreement**" means the Order Form, these Standard Terms and any supplementary documents referred to in those documents;

"**Subscription Period**" means the subscription period for each Subscription Plan as defined by the access start and end dates set out in the Order Form;

"**Subscription Plan**" means, depending on the context, each or all of the subscriptions plans set out in the Order Form, which can be either for a curricula or a separate feature, functionality or service;

"**Terms of Use**" means Kognity's terms of use, available at https://app.kognity.com/terms/ from time to time;

"**Trial/Pilot Access**" means trial or pilot access for Subscriber for purposes of evaluating the Service, as specified in the Order Form;

"**User Data**" means any information that directly relates to an identifiable User, excluding any De-identified Data; and

"**Users**" means students, teachers and other Subscriber staff authorized by Subscriber to use the Service, including, if Subscriber is a School District, any School authorized to use the Service.

3 SUPPLY OF SERVICE

3.1 Service provisioning. Subject to Subscriber's compliance with the Subscription Agreement, Kognity will make the Service available to Subscriber in accordance with the Subscription Agreement during the Subscription Period. Kognity grants to Subscriber a non-exclusive, non-transferable and non-sublicensable right to permit Users to remotely access and use the Service solely for Subscriber's own educational purposes as permitted by the Subscription Agreement.

3.2 Administrators. Subscriber may designate one or more Users as administrators to manage its account and Subscription Plan. Kognity is entitled to rely on communications from administrators and other Subscriber personnel when managing or servicing Subscriber.

3.3 Changes to the Service. Kognity may make any changes to the features, functionality, systems and interfaces of the Service, provided that Kognity will notify Subscriber of any material changes in advance if reasonably practicable.

4 KOGNITY WARRANTIES

4.1 Kognity warranties. Kognity will endeavor to ensure that the use of the Service is secure, error-free, and that errors in the Service are reasonably resolved and that the overall system hosting of the Service is free of viruses or other harmful components. Kognity will use its reasonable endeavors to resolve any issues or bugs related to the Service as part of its technical support obligations.

4.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THESE STANDARD TERMS, KOGNITY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, CONTENT, AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, MERCHANTABILITY, OR THAT THE SERVICE WILL BE SECURE, UNINTERRUPTED, OR FREE OF HARMFUL COMPONENTS. SUBSCRIBER ASSUMES FULL RESPONSIBILITY FOR SELECTING THE SERVICE TO ACHIEVE THEIR INTENDED RESULTS.

5 SUBSCRIBER OBLIGATIONS

5.1 Subscriber undertakings. Subscriber confirms that: (i) it is registered in any of the 50 states of the United States or any other territory or possession of the United States and will only grant Users access to the Service in that territory; (ii) any information that it submits to Kognity is, and will be, (a) true, accurate and complete, and (b) lawfully shared without any further requirement or condition, including obtaining consent from any User or any third party; (iii) in using the Service, it, and its Users, will comply with (a) any laws and regulations, including Data Protection Laws, (b) the terms of the Subscription Agreement, including these Standard Terms, the DPA and the Terms of Use, and (c) any guidelines communicated by Kognity from time to time; and (iv) it is not named on any list of prohibited or restricted parties published by the European Union, the United Nations, the United States or any other government or international institution, nor is it owned or controlled by or acting on behalf of any such party, and it will not use the Service in violation of any export control laws, trade sanctions or embargoes or in any manner that could cause Kognity or any third party to violate such laws or regulations.

5.2 Acceptable use. Subscriber will not: (i) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble or decompile the Service or attempt to modify the Service in any manner or form; (ii) use the Service in a manner that is unlawful, harmful, obscene, offensive or fraudulent or in violation of any third party rights; (iii) use, or knowingly permit the use of, any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Service; (iv) access the Service by any means other than through the interfaces that are provided by Kognity; or (v) use, or allow any third party to use, the Service in any unauthorized manner, including through time-sharing or use of shared logins, or in breach of the Subscription Agreement. Kognity may suspend access for any User who violates the Subscription Agreement or uses the Service in a way that Kognity reasonably believes could cause a security risk, disrupt its operations or the Service or create liability for Kognity.

6 FEES AND PAYMENT

6.1 Pricing. The pricing and conditions for the Subscription Plan are set out in the Order Form. There is no right to refund, whether due to a reduction in paid-for User numbers or non-use of the Service. Kognity may propose adjustments to the pricing no later than two months prior to the expiration of a Subscription Period. Unless Subscriber cancels the subscription pursuant to Section 7.1, the adjusted pricing will apply on renewal of the Subscription Plan.

6.2 Invoicing. For new subscriptions, Kognity will invoice Subscriber for the full Subscription Period at the start of the Subscription Period. For renewed subscriptions, the invoice will be sent once the last day to give notice of

cancellation has passed. Invoiced amounts are in the currency set out in the Order Form, and exclude taxes, levies or duties of any nature, including sales use or withholding taxes.

6.3 Excess usage. Subscriber will be permitted up to five per cent good faith excess of the parameters of each Subscription Plan (*e.g.* allocated number of paid-for Users) without additional fees (the "**Buffer**"). If Subscriber's use of the Service for any Subscription Plan exceeds the Buffer, Kognity may, during or after the Subscription Period, issue additional invoices for the full excess use without deduction of the Buffer based on the same pricing structure as the relevant Subscription Plan.

6.4 Allocation of Users. If Subscriber is a School District, Subscriber may freely allocate the number of student Users for each Subscription Plan as between the Schools of the School District.

6.5 Inflation adjustment. Notwithstanding Section 6.1, if the Subscription Period is at least 24 months, (i) Kognity may adjust the pricing for inflation based on the United States Consumer Price Index published by the United States Department of Labor, All Urban Consumers, United States City Average, All Items (which excludes food and energy) (1986=100) (or the nearest comparable index if such index is no longer published) (the "**Index**"), using January as the base month, and invoice annually, during or after the Subscription Period, Subscriber an amount corresponding to the difference, adjusting for any change in paid-for Users, between (a) the Subscription Plan pricing for the first twelve months of the Subscription Period, and (b) the inflation-adjusted pricing based on the Index for each subsequent twelve month period of the Subscription Period that has not already been subject to an Index adjustment per this section (for the sake of clarity, the Index adjustment may be applied to current, historic (excluding the first twelve months) or future twelve month periods but only once in relation to each period), provided that no adjustment may take place if the difference between (a)-(b) is less than two per cent and the increase may not exceed seven per cent, and (ii) following the first twelve month period of the Subscription Period, any additional invoices due to excess usage pursuant to Section 6.3 will be based on Kognity's then applicable price list.

6.6 Payment terms. All invoices are payable within 30 calendar days from the relevant invoice date, unless otherwise agreed in the Order Form. All amounts not paid when due will be subject to penalty interest at a rate of one and one-half per cent monthly, calculated and compounded daily on the amount overdue, as well as compensation for costs for recovery of late payment. If any amounts are overdue, Kognity may restrict Subscriber's access to the Service until payment has been received in full.

7 SUBSCRIPTION PERIOD, TRIAL/PILOT ACCESS AND CANCELLATION

7.1 Subscription Period and automatic renewal. Unless otherwise set out in the Order Form, the Subscription Period is twelve months commencing on the Effective Date. Unless Subscriber cancels the subscription or reduces the number of paid-for Users by written notice (to their account manager or am@kognity.com) no later than one calendar month prior to the expiration of the Subscription Period, the Subscription Plan will automatically renew at the end of the Subscription Period for an additional twelve month Subscription Period on the same terms (*e.g.* same number of students and pricing), excluding any discounts and subject to any adjustments pursuant to Section 6.1.

7.2 Trial/Pilot Access. Kognity may grant Trial/Pilot Access to Subscriber as specified in the Order Form. Unless otherwise set out in the Order Form, the Trial/Pilot Access will be for four weeks commencing on the Effective Date and free-of-charge. Kognity may, without any obligation or liability, discontinue Trial/Pilot Access at any time and the warranties under Section 4.1 do not apply to any Trial/Pilot Access.

7.3 Effects of termination. Upon the termination of the Subscription Agreement for any reason, any sum owing or due to Kognity will be immediately payable and the rights of Subscriber and Users herein will be immediately canceled.

8 AI FEATURES

8.1 If the Subscriber or any User enables access to, or otherwise uses, any AI Features, the terms of this Subscription Agreement will apply to the use of the AI Features. Subscriber may only use AI Features for educational purposes and must comply with the instructions and guidelines communicated by Kognity from time to time. Subscriber acknowledges that AI Features may be wrong and that AI Content should be independently verified.

8.2 Subscriber agrees that it and its Users: (i) are fully responsible for their use of the AI Features and any AI Content, and that it has all necessary rights, permissions, and consents required for their use; and (ii) will not use any AI Features in a manner that infringes, violates, or misappropriates any laws, legal obligations, or rights of Kognity or any third party. To the extent permitted by applicable law, any AI Content will be regarded as User Content for purposes of Section 9.3 and the Terms of Use.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Service Intellectual Property Rights. Kognity, its affiliates, licensors, and subcontractors will remain the owners of all Intellectual Property Rights in and to the Service, including the underlying technology, software and content. Subscriber may not remove any legends or statements in the Service or any other materials regarding Kognity's and its licensors' proprietary rights.

9.2 Kognity Intellectual Property Rights. Kognity's trademarks, service marks, trade names, logos, domain names and any other features of the Service are the sole property of Kognity or its licensors. The license granted to Subscriber under the Subscription Agreement does not grant any rights to use such Intellectual Property Rights or any other features of the Service, whether for commercial or non-commercial use, except as explicitly set out in the Subscription Agreement.

9.3 User Content. Per the Terms of Use, Subscriber or Users will remain the owners of any User Content (as defined in the Terms of Use), and Kognity is granted a license to use any User Content on the terms set forth in the Terms of Use. Subject to applicable data protection and privacy laws, Kognity will be the owner of any other Intellectual Property Rights arising under or in relation to the Subscription Agreement and the Service.

9.4 Feedback. If Subscriber or any User provides Feedback relating to the Service, including in connection with access to and use of the Service by Users, Subscriber agrees that Kognity and its affiliates may incorporate the Feedback into the Service without any obligation of attribution, payment or restriction, whether based on Intellectual Property Rights or otherwise.

10 CONFIDENTIALITY AND PRIVACY

10.1 Use and disclosure restrictions. Confidential Information exchanged between Kognity, Subscriber and Users must be kept confidential and may not be disclosed to any third party without the prior written consent of the disclosing party. Confidential Information must be treated and stored carefully so that the Confidential Information is not disclosed in breach of the Subscription Agreement.

10.2 Permitted disclosures. Notwithstanding Section 10.1, the Subscription Agreement will not prohibit the disclosure of Confidential Information as permitted or required by law, regulation or order of a court or other governmental authority. Furthermore, Kognity may, subject to appropriate confidentiality undertakings, disclose Confidential Information on a need-to-know basis to its advisors, contractors and other service providers. Kognity may use, disclose or maintain Confidential Information, including User Data and De-identified Data, for the purposes described in the Customer Privacy Policy.

10.3 No reproduction. Subscriber and Users may not copy, make transcriptions, recordings or in any other way reproduce or duplicate any document or other medium containing Confidential Information or Kognity Intellectual Property Rights, without Kognity's written consent.

10.4 User consents. If required by applicable data protection laws, Subscriber confirms that: (i) all Users, or, as applicable, their parent or guardian, lawfully consent to the processing of any User Data in relation to the Service; or (ii) it is authorized under applicable law to consent to the processing of any User Data in relation to the Service on behalf of all Users or, as applicable, their parent or guardian.

10.5 Parental consents. Subscriber must obtain prior written consent from all parents and guardians whose children under 13 will be accessing the Service, and the parents or guardians must have received a copy of the Customer Privacy Policy. Subscriber must keep all consents on file and provide them to Kognity on request.

10.6 Kognity obligations. Kognity will, and will contractually require that its contractors will, comply with all applicable laws pertaining to the privacy and protection of User Data, including the Family Education Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA) as well as the Customer Privacy Policy, in relation to any User Data collected and processed in relation to the Service.

10.7 Data access. In the event a User, or parent or guardian of a student User, requests to review, modify or delete User Data in accordance with applicable law, Subscriber will manage such request in accordance with applicable law and provide written directions to Kognity on any required modifications or deletions of User Data.

10.8 Third-party service providers. Subscriber may use third-party services or features to interface or interact with, access or use compatible services, products technology and content through the Service ("**Third-Party Services**"). Any use, including the disclosure of User personal data, of Third-Party Services will be solely between Subscriber and the third-party service provider, and will be governed by the applicable service terms between them. Kognity will not be responsible for any use, disclosure, modification or deletion of User personal data shared through Third-Party Services, or for any act or omission on the part of the service provider or its service.

11 LIMITATION OF LIABILITY

11.1 Exclusion of damages. KOGNITY WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, OR ANY ECONOMIC OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, BUSINESS VALUE, REVENUE, GOODWILL, LOSS OF DATA OR ANTICIPATED SAVINGS (REGARDLESS OF THE BASIS OF THE CLAIM).

11.2 Limitation of liability. KOGNITY'S ENTIRE LIABILITY IN THE AGGREGATE FOR ALL CLAIMS RELATED TO THE SUBSCRIPTION AGREEMENT

(REGARDLESS OF THE BASIS OF THE CLAIM) WILL NOT EXCEED ANY ACTUAL DIRECT DAMAGES INCURRED BY THE OTHER PARTY UP TO THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THE SUBSCRIPTION AGREEMENT IN THE TWELVE MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY, EXCEPT WHERE THE LOSS OR DAMAGE IS DUE TO KOGNITY'S WILLFUL VIOLATION OF THE TERMS OF THE SUBSCRIPTION AGREEMENT OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

12 MISCELLANEOUS

12.1 Publicity. Unless otherwise notified by Subscriber to Kognity, Subscriber agrees to Kognity using Subscriber's name and logo in its marketing materials, including on its website, and as a reference in communications with potential customers to identify Subscriber as a user of the Service.

12.2 Notices. Any notice or other communication to be given or served under or in connection with the Subscription Agreement must be in writing and must be sent by e-mail to the other party's contact person set forth in the Order Form.

12.3 Assignment. Subscriber may not assign, mortgage, charge any of its rights or sub-contract or otherwise delegate any of its obligations under the Subscription Agreement, except with the written consent of Kognity.

12.4 Entire agreement. The Subscription Agreement constitutes the entire agreement between the parties and supersedes any previous agreement and, subject to Section 12.9, no modification of the Subscription Agreement will be effective unless it is made in writing and executed by or on behalf of the parties.

12.5 Conflicting terms and precedence. Issuance by Kognity of an Order Form, and Subscriber's acceptance of any Order Form, quotation or proposal by Kognity, is expressly limited to and conditioned upon these Standard Terms and the Subscription Agreement. The terms of the Subscription Agreement will prevail over any additional, conflicting or inconsistent terms, whether appearing on any purchase order or any other document or agreement furnished by Subscriber, and any such terms will have no force and effect, notwithstanding Kognity's acceptance or execution thereof, and under all circumstances any limitations of liability under these Standard Terms will expressly extend to any such other document.

12.6 Waivers. No failure or delay by any party in exercising any of its rights under the Subscription Agreement will be deemed to be a waiver of that right, or otherwise prejudice, affect or restrict the rights or remedies of that party in relation to the other party, and no waiver by any party of a breach of any provision of the Subscription Agreement will be deemed to be a waiver of any subsequent breach of the same or any other provision of the Subscription Agreement.

12.7 Surviving provisions. All provisions of the Subscription Agreement that can be reasonably interpreted as surviving upon the full performance, expiry, termination, cancellation or voidance of the Subscription Agreement (in particular provisions on Intellectual Property Rights and confidentiality) will survive said performance, expiry, termination, cancellation or voidance.

12.8 Force majeure. Kognity will not be liable for damages for any delay or default in performance of its undertakings or obligations under the Subscription Agreement if such delay or default is caused by force majeure, including wars, insurrections, fires, pandemics, acts of government, passing of laws or any governmental order, regulation or ruling, or any other acts or circumstances beyond the reasonable control of Kognity, and Subscriber will not have the right to terminate the Subscription Agreement unless such delay or default in performance is caused by force majeure for a period of more than six months. During the force majeure event, Kognity will use all reasonable efforts to avoid, reduce or eliminate the force majeure event's prevention, restriction or delay of the performance of its obligations under the Subscription Agreement.

12.9 Amendments. Kognity may amend, modify or alter these Standard Terms, including the DPA, with prior notice to Subscriber. By continuing to use the Service, or by allowing Users to do so, Subscriber accepts the changes.

13 APPLICABLE LAW AND DISPUTE RESOLUTION

13.1 Governing law and dispute resolution. The Subscription Agreement shall be governed by the substantive laws of the State of Delaware without regard to conflict of laws and all disputes arising under or relating to the Subscription Agreement shall be brought and resolved solely and exclusively in the state or federal courts in the state of Delaware. Should any legal proceedings be commenced in connection with the Subscription Agreement, the prevailing party in such action will be entitled to recover, in addition to court costs, such amount as the court may adjudge as reasonable attorney's fees. THE PARTIES IRREVOCABLY WAIVE ALL RIGHTS UNDER APPLICABLE LAW TO A TRIAL BY JURY.