

KOGNITIVE NETWORKS INC.
CHANNEL PARTNER AGREEMENT
TERMS OF SALE

Rev. Nov. 2025

1. **Prices.** All prices are stated in United States dollars, excluding freight, customs duties, taxes and other charges unless otherwise stated.
2. **Payment.** All amounts due for the Kognitive Networks Products are invoiced at time of order and must be prepaid before shipment. Kognitive Networks Service Subscription fees begin 30 days after activation, are invoiced in advance and are pro-rated for partial months; payment terms are Net 30 date of invoice. In case of late payment, default interest at the rate of 2% for every month or part of a month will be charged from the due date. Setoff is not permitted. No refunds are available.
3. **Delivery and Shipping.**
 - (a) All deliveries are ex Kognitive Networks' warehouse unless otherwise agreed. In the absence of specific instruction from Channel Partner, Kognitive Networks will select the carrier and make such agreement with the carrier as Kognitive Networks in its sole discretion deems appropriate. Channel Partner bears the shipping risk, regardless of the choice of delivery and shipping method. Channel Partner must take out any shipping insurance.
 - (b) Kognitive Networks will endeavor to deliver the Kognitive Networks Products within the delivery schedule provided by it but shall not in any event be liable for any loss or damage directly or indirectly sustained from any failure to deliver within such period, or from any failure to give notice of any delay in delivery. Time shall not be the essence of the transactions contemplated by these terms and any delay shall not be the basis of Channel Partner's cancellation or revocation of its purchase obligations. Further, Kognitive Networks reserves the right to deliver the Kognitive Networks Products by installments at its absolute discretion and in such circumstances Channel Partner shall accept delivery of the Kognitive Networks Products by installments.
 - (c) Where in order to deliver or collect the Kognitive Networks Products Kognitive Networks or the carrier enters upon Channel Partner's premises, Channel Partner shall provide full and safe access to Kognitive Networks or the carrier and shall be liable for and indemnify Kognitive Networks and the carrier against the cost of all loss, damage to property and injury to persons, occurring directly or indirectly as a result of Channel Partner's failure to ensure full and safe access. All shipments made by Kognitive Networks are subject to the place of unloading being accessible by passable roads. Channel Partner is responsible for immediate unloading, and any waiting time is for Channel Partner's account. Channel Partner shall be responsible for providing adequate labor and/or material handling equipment for the loading and unloading of the Kognitive Networks Products at Channel Partner's premises. The time of delivery is estimated by Kognitive Networks using its best judgment according to the circumstances existing at the time the offer to purchase was accepted by Kognitive Networks. Kognitive Networks will inform Channel Partner of any changes in the time of delivery without undue delay.
4. **Title.** Where Channel Partner is purchasing Kognitive Networks Products, title to the Kognitive Networks Products shall pass to Channel Partner only upon Channel Partner's payment of the entire purchase price, including any costs incurred and paid by Kognitive Networks on Channel Partner's behalf in connection with the delivery, shipment and insurance of the Kognitive Networks Products, or until the agreed security has been provided, in which event Kognitive Networks shall have and retain a purchase money security interest in the Kognitive Networks Products. Channel Partner shall do all things requested by Kognitive Networks to perfect such security interest. No title to the Kognitive Networks Services, the software associated therewith or any intellectual property with respect thereto is conveyed to or shall pass to Channel Partner.
5. **End User Flow-down Terms.** Channel Partner shall include in its agreements with End Users the Terms of Service set forth in Kognitive Networks' then-current Customer Agreement.
