



Cogito Group

DIGITAL IDENTITY AND SECURITY

**Jellyfish as a Service
Subscription Agreement**

7 June 2022

Version 2.05

Cogito – Authentication as a Service

Owner:	Cogito Legal
Contact details:	Telephone: +61 2 6140 4494 Email: administration@cogitogroup.net
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SUBSCRIPTION TERMS

The Terms of Use are intended to explain Cogito Group obligations as a service provider for this Security as a Service offering and your obligations as a Subscribing Party. Please read them carefully.

These Terms are binding on any use of the Products and Services and apply to the Subscribing Party from the time that Cogito provides them with access to those Products and Service.

The Cogito Service will evolve over time based on user feedback. These Terms are not intended to answer every question or address every issue raised by the use of the Cogito Service. Cogito reserves the right to change these terms at any time, effective upon the posting of modified terms and Cogito will make every effort to communicate these changes to the Subscribing Party via email or notification via the Website. It is likely the terms of use will change over time. It is the Subscribing Party's obligation to ensure that they have read, understood and agree to the most recent terms available on the Website.

By registering to use the Service the Subscribing Party acknowledge that they have read and understood these Terms

These Terms were last updated on 11 January 2018. The change will be effective immediately.

1 Definitions

"Agreement"

means these Terms of Use.

"API"

refers to Application Programmatic Interface.

"App"

An "App" is a specialised group of features available for installation in the Software, and listed in the Pricing section of Cogito Group Service Catalogue.

"Bug"

is considered a Bug any failure of the Software that results in a complete stop, error traceback or security breach, and is not directly caused by a defective installation or configuration. Non-compliance with specifications or requirements will be considered as Bugs at the discretion of Cogito (typically, when the Software does not produce the results or performance it was designed to produce).

"Cogito"

means Cogito Group Pty Ltd and all current and future global subsidiaries of Cogito Group Pty Ltd including, without limitation, Cogito Group Pty Limited (New Zealand).

"Confidential Information"

includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

"Data"

means any data inputted by the Subscribing Party or with authority into the Website.

"Fee Schedule"

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Subscription Agreement

means the information relating to subscriptions and billing set out in the Subscription Form, which may be updated or amended by Cogito from time to time.

"Intellectual Property Right"

means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

"Invited User"

means any person or entity, other than the Subscriber, that uses the Service with the authorisation of the Subscriber from time to time.

"Product and Service Fees"

means the monthly fee (excluding any taxes and duties) payable by the Subscribing Party in accordance with the Fee Schedule.

"Service"

means the online Security as a Service made available (as may be changed or updated from time to time by Cogito) via the Website.

"Subscriber"

means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.

"Subscribing Party"

means the Subscriber Party, and where the context permits, the system's end user. "

"Website"

means the Internet site at the domain www.jellyfishhq.com or any other site operated by Cogito.

2 Use of Software

Cogito grants Subscribing Party the right to access and use the Service via the Website, its applications and via its APIs with the particular user roles available to the Subscribing Party according to their subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. The Subscribing Party acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

1. the Subscribing Party determines who is an Invited User and what level of user role access to the relevant organization and Service that Invited User has;
2. the Subscribing Party is responsible for all Invited Users' use of the Service;
3. the Subscribing Party controls each Invited User's level of access to the relevant organization and Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;
4. if there is any dispute between a Subscriber and an Invited User regarding access to any organization or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

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3 Subscribing Party Obligations

1. Payment obligations

An invoice for the Product and Service Fees and for additional products and services to which Subscribing Party have subscribed will be issued each month in accordance with the details set out in the Fee Schedule. Cogito will continue invoicing Subscribing Party in accordance with the Fee Schedule until this Agreement is terminated in accordance with clause 8: Termination.

All Cogito invoices will be sent to Subscribing Party, or to a Billing Contact whose details are provided by Subscribing Party, by email. Payment of all amounts specified in an invoice must be paid in accordance with the Fee Schedule. Subscribing Party are responsible for payment of all taxes and duties in addition to the Product and Service Fees.

2. Preferential pricing or discounts

The Subscribing Party may from time to time be offered preferential pricing or discounts as a result of volume use. Eligibility for such preferential pricing or discounts is conditional upon the Subscribing Party acceptance of responsibility for payment of any Product and Service Fees for these services. Without prejudice to any other rights that Cogito may have under these Terms or at law, Cogito reserves the right to render invoices for the full (non-discounted) Product and Service Fees due or suspend or terminate the Subscribing Party's use of the Service in the event that any invoices for those Product and Service Fees are not paid in full in accordance with the requirements set out in the Fee Schedule.

3. General obligations

Subscribing Party must only use the Service and Website for Subscribing Party own lawful internal business purposes, in accordance with these Terms and any notice sent by Cogito or condition posted on the Website. Subscribing Party may use the Service and Website on behalf of others or in order to provide services to others but if Subscribing Party do so Subscribing Party must ensure that Subscribing Party are authorized to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to Subscribing Party.

4. Transaction data delivered into Subscribing Party Cogito service:

Where data feeds are used, Cogito reserves the right to pass on any charges related to the provision of this data on a case-by-case basis at Cogito's sole discretion. Cogito would first inform the Subscribing Party via email to indicate what those charges are likely to be (as such charges may vary based on data volumes and other costs incurred). The Subscribing Party have the option to decide to discontinue use of any such services at any time. To exercise this option, Subscribing Party must give Cogito sufficient prior notice of which services Subscribing Party want to discontinue. Upon receiving such notice Cogito will arrange for such feeds to be terminated in accordance with Subscribing Party and each third-party service providers usual practices.

5. Access conditions

- a. Subscribing Party must ensure that all usernames, passwords and other authentication mechanisms required to access the Service are kept secure and confidential. Subscribing Party must immediately notify Cogito of any unauthorized use of Subscribing Party passwords, authentication mechanisms or any other breach of security and Cogito will take remedial actions such as resetting Subscribing Party password and Subscribing Party must take all other actions that Cogito reasonably deems necessary to maintain or enhance the

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Subscription Agreement

security of Cogito's computing systems and networks and Subscribing Party access to the Services.

- b. As a condition of these Terms, when accessing and using the Services, Subscribing Party must:
- i. not attempt to undermine the security or integrity of Cogito's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
 - ii. not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
 - iii. not attempt to gain unauthorized access to any materials other than those to which Subscribing Party have been given express permission to access or to the computer system on which the Services are hosted;
 - iv. not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which Subscribing Party do not have the right to use); and
 - v. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website, products and services except as is strictly necessary to use either of them for normal operation.
- c. By enabling the third-party services provided by Cogito Subscribing Party acknowledge that Subscribing Party will abide by the term of that third party.

6. Usage limitations

Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls the Subscribing Party is permitted to make against Cogito's application programming interfaces (APIs). Any such limitations will be advised.

7. Communication conditions

As a condition of these Terms, if the Subscribing Party use any communication tools available through the Website (such as any forum, chat room or message centre), the Subscribing Party agree only to use such communication tools for lawful and legitimate purposes. The Subscribing Party must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which Subscribing Party do not have the right to use).

When the Subscribing Party make any communication on the Website, the Subscribing Party represent that they are permitted to make such communication. Cogito is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, Subscribing Party must exercise caution when using the communication tools available on

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the Website. However, Cogito does reserve the right to remove any communication at any time in its sole discretion.

8. Indemnity

The Subscribing Party indemnify Cogito against: all claims, costs, damage and loss arising from the Subscribing Party's breach of any of these Terms or any obligation the Subscribing Party may have to Cogito, including (but not limited to) any costs relating to the recovery of any Product and Service Fees that are due but have not been paid by the Subscribing Party.

4 Confidentiality and Privacy

1. Confidentiality

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

- a. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.
- b. Each party's obligations under this clause will survive termination of these Terms.

2. Privacy

Cogito maintains a privacy policy that sets out the parties' obligations in respect of personal information. The Subscribing Party should read that policy at www.cogitogroup.net/privacy/ and the Subscribing Party will be taken to have accepted that policy when the Subscribing Party accept these Terms.

3. Exceptions

The provisions of clause 4 shall not apply to any information which:

- a. is or becomes public knowledge other than by a breach of this clause;
- b. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- c. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- d. is independently developed without access to the Confidential Information.

5 Intellectual Property

1. General

Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of Cogito (or its licensors).

2. Ownership of Data:

Title to, and all Intellectual Property Rights in, the Data remain the Subscribing Party's property. However, the Subscribing Party's access to the Data is contingent on full payment of the Cogito Product and Service Fees when due. The Subscribing Party grant Cogito a licence to use, copy, transmit, store, and back-up their information and Data for

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the purposes of enabling the Subscribing Party to access and use the Services and for any other purpose related to provision of services to the Subscribing Party.

3. Backup of Data:

The Subscribing Party must maintain copies of all Data inputted into the Service. Cogito adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. Cogito expressly excludes liability for any loss of Data no matter how caused.

4. Third-party applications and the Subscribing Party Data

If the Subscribing Party enable third-party applications for use in conjunction with the Services, the Subscribing Party acknowledge that Cogito may allow the providers of those third-party applications to access the Subscribing Party Data as required for the interoperation of such third-party applications with the Services. Cogito shall not be responsible for any disclosure, modification or deletion of the Subscribing Party Data resulting from any such access by third-party application providers.

6 Warranties and Acknowledgements

1. Authority

The Subscribing Party warrant that where the Subscribing Party have registered to use the Service on behalf of another entity, the Subscribing Party have the authority to agree to these Terms on behalf of that entity and agree that by registering to use the Service Subscribing Party bind the entity on whose behalf Subscribing Party act to the performance of any and all obligations that Subscribing Party become subject to by virtue of these Terms, without limiting the Subscribing Party's own obligations under these Terms.

2. Acknowledgement

Subscribing Party acknowledge that:

- a. The Subscribing Party are authorized to use the Services and the Website and to access the information and Data that the Subscribing Party input into the Website, including any information or Data input into the Website by any entity the Subscribing Party have authorized to use the Service. The Subscribing Party are also authorized to access the processed information and Data that is made available to the Subscribing Party through the Subscribing Party's use of the Website and the Services (whether that information and Data is the Subscribing Party's own or that of anyone else).
- b. Cogito has no responsibility to any person or entity other than the Subscribing Party and nothing in this Agreement confers, or purports to confer, a benefit on any entity other than the Subscribing Party. If the Subscribing Party use the Services or access the Website on behalf of or for the benefit of anyone other than Subscribing Party the Subscribing Party agree that:
 - i. The Subscribing Party are responsible for ensuring that the Subscribing Party have the right to do so;
 - ii. The Subscribing Party are responsible for authorizing any person who is given access to information or Data, and the Subscribing Party agree that Cogito has no obligation to provide any person access to such information or Data without the Subscribing Party's authorization and may refer any requests for information to the Subscribing Party to address; and

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- iii. The Subscribing Party will indemnify Cogito against any claims or loss relating to:
 - 1. Cogito's refusal to provide any person access to Subscribing Party information or Data in accordance with these Terms,
 - 2. Cogito's making available information or Data to any person with Subscribing Party authorization.
- c. The provision of, access to, and use of, the Services is on an "as is " basis and at the Subscribing Party's own risk.
- d. Cogito does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Cogito is not in any way responsible for any such interference or prevention of the Subscribing Party's access or use of the Services.
- e. Cogito does not act as a Subscribing Party security officer, chief security officer, chief information security officer or other security professional that an organisation may engage internally. The use of the Services does not constitute the receipt of security advice. If a Subscribing Party have any general or specific security or Security as a Service questions, please contact a security officer or engage with a security professional.
- f. It is the Subscribing Party's sole responsibility to determine that the Services meet the needs of the Subscribing Party's organisation and are suitable for the purposes for which they are used.
- g. The Subscribing Party remain solely responsible for complying with all applicable laws. It is the Subscribing Party responsibility to check that storage of and access to Subscribing Party Data via the Software and the Website from Subscribing Party devices and systems will comply with laws applicable to Subscribing Party (including any laws requiring Subscribing Party to retain records).

3. No warranties

Cogito gives no warranty about the Services. Without limiting the foregoing, Cogito does not warrant that the Services will meet the Subscribing Party requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

4. Consumer guarantees:

The Subscribing Party warrant and represent that the Subscribing Party are acquiring the right to access and use the Services for the purposes of an organisation and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

7 Limitation of Liability

- 1. To the maximum extent permitted by law, Cogito excludes all liability and responsibility to the Subscribing Party (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.

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2. If the Subscribing Party suffer loss or damage as a result of Cogito's negligence or failure to comply with these Terms, any claim by the Subscribing Party against Cogito arising from Cogito's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Product and Service Fees paid by the Subscribing Party in the previous 12 months.
3. If the Subscribing Party are not satisfied with the Service, the Subscribing Party sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.

8 Termination

1. Trial Policy

When the Subscribing Party first sign up for access to the Services Subscribing Party may be given the ability to evaluate the Services under the defined trial usage conditions, with no obligation to continue to use the Services. If the Subscribing Party choose to continue using the Services thereafter, the Subscribing Party will be billed when the Subscribing Party first add the Subscribing Party billing details into the Services, as set out in more detail in the Fee Schedule. If the Subscribing Party choose not to continue using the Services, the Subscribing Party may contact Cogito through a service request, and we will delete the Subscribing Party tenancy.

2. Prepaid Subscriptions

Cogito will not provide any refund for any remaining prepaid period for a prepaid Product and Service Fees subscription.

3. No-fault termination

These Terms will continue for the period covered by the Product and Service Fees paid or payable under clause 3.1. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, provided the Subscribing Party continue to pay the prescribed Product and Service Fees in accordance with the Fee Schedule, unless either party terminates these Terms by giving at least one month's advance written notice. If the Subscribing Party elect to terminate these Terms by providing one month's' advance written notice, the Subscribing Party shall be liable to pay all relevant Product and Service Fees up to and including the day of termination of these Terms.

4. Breach

If the Subscribing Party:

1. breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;
2. breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3.4 or any payment of Product and Service Fees that are not paid in full in accordance with the requirements set out in the Fee Schedule); or
3. The Subscribing Party become insolvent or the Subscribing Party goes into liquidation or has a receiver or manager appointed of any of its assets or if the Subscribing Party become insolvent, or make any arrangement with the Subscribing Party creditors, or become subject to any similar insolvency event in any jurisdiction,

Cogito may take any or all of the following actions, at its sole discretion:

1. Terminate this Agreement and the Subscribing Party use of the Services and the Website;

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2. Suspend for any definite or indefinite period of time, the Subscribing Party use of the Services and the Website;
3. Suspend or terminate access to all or any Data.
4. Take either of the actions in sub-clauses in respect of any or all other persons whom the Subscribing Party have authorized to have access to the Subscribing Party information or Data.

For the avoidance of doubt, if payment of any invoice for Product and Service Fees due in relation to any of the Subscribing Party Billing Contacts, Billing Plans or any of Subscribing Party Organizations (as defined at clause 3) is not made in accordance with the requirements set out in the Fee Schedule, Cogito may: suspend or terminate Subscribing Party use of the Service, the authority for all or any of Subscribing Party Organizations to use the Service, or Subscribing Party rights of access to all or any Data.

5. Accrued Rights:

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement the Subscribing Party will:

1. remain liable for any accrued charges and amounts which become due for payment before or after termination; and
2. immediately cease to use the Services and the Website.

6. Expiry or termination

Clauses 3.1, 3.7, 4, 5, 6, 7, 8 and 10 survive the expiry or termination of these Terms.

9 Help Desk

1. Technical Problems

In the case of technical problems the Subscribing Party must make all reasonable efforts to investigate and diagnose problems before contacting Cogito. If the Subscribing Party still need technical help, please check the support provided online by Cogito on the Website or failing that email us at security.services@cogitogroup.net.

2. Service availability

Whilst Cogito intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

If for any reason Cogito has to interrupt the Services for longer periods than Cogito would normally expect, Cogito will use reasonable endeavours to publish in advance details of such activity on the Website.

3. Bug Fixing Service

For the duration of this Agreement, Cogito commits to making all reasonable efforts to remedy any Bug of the Software submitted by the Subscribing Party through the appropriate channel (typically, Cogito's service desk email address or website form).

The Subscribing Party understands that Bugs caused by a modification or extension that is not part of the official Software will not be covered by this service.

Both parties acknowledge that as specified in the clause 7.3: Limitation of Liability section of this Agreement, Cogito cannot be held liable for Bugs in the Software.

As soon as the Bug is fixed an appropriate remedy will be communicated to the Subscribing Party..

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4. Force Majeure

Neither party shall be liable to the other party for the delay in any performance or failure to render any performance under this Agreement when such failure or delay is caused by governmental regulations, fire, strike, war, flood, accident, epidemic, embargo, appropriation of plant or product in whole or in part by any government or public authority, or any other cause or causes, whether of like or different nature, beyond the reasonable control of such party as long as such cause or causes exist.

10 General

1. Entire agreement

These Terms, together with the Cogito Privacy Policy and the terms of any other notices or instructions given to Subscribing Party under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between Subscribing Party and Cogito relating to the Services and the other matters dealt with in these Terms.

2. Waiver

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

3. Delays

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

4. No assignment

The Subscribing Party may not assign or transfer any rights to any other person without Cogito's prior written consent.

5. Governing laws and jurisdiction

If the information or Data the Subscribing Party are accessing using the Services and the Website is solely that of a person who is a tax resident in Australia at the time that the Subscribing Party accept these terms then Australian Capital Territory, Australia law governs this Agreement and Subscribing Party submit to the exclusive jurisdiction of the courts of the Australian Capital Territory, Australia for all disputes arising out of or in connection with this Agreement. In all other situations this Agreement is governed by the laws of the Australian Capital Territory, Australia and the Subscribing Party hereby submit to the exclusive jurisdiction of the courts of Australian Capital Territory, Australia for all disputes arising out of or in connection with this Agreement.

6. Severability

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

7. Notices

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Cogito must be sent to security.services@cogitogroup.net or to any other email address notified by email to the Subscribing Party by Cogito. Notices to the Subscribing Party will be sent to the email address which the Subscribing Party provided when setting up the Subscribing Party access to the Service.

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8. Rights of Third Parties

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

ANNEX 1: SUBSCRIPTION FORM

This Cogito Subscription Form is made between:

4. [Insert full legal name of Authorised Party] (the Subscribing Party)
- and
5. Cogito Group (the Service Provider)

1 Introduction

1. This Cogito Subscription Form sets out:
 - a. the Cogito Services to be procured initially by the Subscribing Party and the applicable Fees;
 - b. the Relevant Service Levels;
 - c. the Subscribing Party's Relationship Manager; and
 - d. the Subscribing Party's address for notices.
2. A Cogito Subscription Agreement will be formed on execution of this Cogito Subscription Form by the Service Provider without any further action by the Subscribing Party. The Cogito Subscription Agreement will be constituted by this completed and executed Cogito Subscription Form including its Annexures and the Cogito Subscription Terms.
3. The Service Provider agrees to provide the Cogito Services in accordance with this form and the Cogito subscription terms attached to this form.

2 Cogito Services

4. [To be completed, by reference to (and incorporating the terms of) the Service Catalogue and, where appropriate, any Statement of Work.]
5. The Service Provider shall transition the Subscribing Party to the Cogito Services by providing the Transition Services in accordance with the Transition Plan attached as Annex 2 to the Cogito Subscription Terms.

3 Fees

6. [To be completed]

4 Relevant Service Levels

7. [To be completed, by reference to (and incorporating the terms of) the applicable service levels from the Service Catalogue and the initial Service Level Weights (see Schedule 5 of the CC-ICT Agreement).]

5 Subscribing Party and Relationship Manager

8. [Insert name of and contact details for the Subscribing Party Relationship Manager.]

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6 Address for Notices

9. For notices required to be provided to the Subscribing Party:

[Name of Subscribing Party]

Person: [complete]

Postal address: [complete]

Physical address: [complete]

Email address: [complete]

copied to:

Person: [complete]

Postal address: [complete]

Physical address: [complete]

Email address: [complete]

7 Invoicing Requirements

10. [To be completed]

8 Meetings

11. [To be inserted (if any)]

9 Escalations

12. If a dispute has not been resolved in accordance with clause 18.2 of the Cogito Subscription Terms:

- a. within five Business Days, the dispute will be escalated to the [insert] and the Service Provider's Lead Relationship Manager, and notified to the Lead Agency Relationship Manager;
- b. within a further five Business Days, the dispute will be escalated to the Chief Executive Officer at the Service Provider and [insert]; and
- c. within a further five Business Days, the dispute will be escalated to the Board of Directors at the Service Provider and [insert].

10 Service Volume Change

13. [Insert any particular method of making service volume changes (see Appendix 2 to Cogito Subscription Terms)]

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ANNEX 2: TRANSITION PLAN

- 1. The Transition Plan will include the following sections:

1 Overview

- 2. A high-level description of the phased process required by the Subscribing Party for transition to the selected Cogito Services from the services which they replace.

2 Scope

- 3. Transition terms of reference and scope
- 4. Objectives
- 5. High-level work plan, with timeline
- 6. Deliverables
- 7. Proof of concept laboratory
- 8. Pilot Sites
- 9. Change management
- 10. Risk and issue management
- 11. Reporting
- 12. Dependencies
- 13. Critical success factors
- 14. Development of initial technology/service roadmap

3 Transition Management Process and Resource Schedule

- 15. Contact details for the Transition Managers
- 16. Transition team roles and responsibilities
 - a. the Subscribing Party's team
 - b. the Service Provider's team
- 17. Transition Services governance
- 18. Methodology
- 19. Implementation
- 20. Plan and progress reporting
- 21. Communication between the Subscribing Party and the Service Provider
- 22. Communication with Users
- 23. Risk management plan
- 24. Quality management plan

4 Roll-Out

- 25. Approach to roll-out

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Subscription Agreement

26. Tasks

27. Transition Milestones (and the Transition Milestone Dates applicable to each Transition Milestone) set out in the following table:

Transition Milestone	Transition Milestone Date
[insert]	[insert]
[insert]	[insert]
[insert]	[insert]

28. Timetable (including date)

Site	Date
[insert]	[insert]
[insert]	[insert]
[insert]	[insert]

29. Roll-out

30. Trigger(s) to commence Cogito Services

31. User operational training

5 Testing

32. Test plan and procedures

33. Acceptance criteria

6 Post-Transition Review Process

34. Tasks

35. Timetable

7 Transition Cost

36. [To be inserted]

Execution

Signed as an Agreement

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Subscription Agreement

SIGNED by [insert full name of Subscribing Party]

Signature

Name

Position

Date signed:

SIGNED by [insert]

Signature

Name

Position

Date signed:

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