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COGNILLO SOFTWARE DISTRIBUTION AGREEMENT

This Cognillo Software Distribution Agreement (the "**Agreement**") is entered on _____ (the "**Effective Date**"), by and between _____ located at _____ ("**Distributor**"), and Tendero Inc. located at 2500 Plaza 5, 25th floor Harborside Financial Center, Jersey City, NJ 07311, USA, doing business as Cognillo (hereinafter referred to as "**Cognillo**").

RECITALS

WHEREAS, Cognillo develops and markets various computer software (the "**Software**");

WHEREAS, Distributor desires to obtain the right to distribute the Software in the territory/territories of



_____ (the "**Territory**") in the form of licenses and/or yearly subscriptions;

WHEREAS, Cognillo desires to appoint Distributor to develop demand for and distribute the Software on the terms and conditions set forth in this Agreement; and

WHEREAS, this Software Distribution Agreement is a separate agreement from the agreement that Cognillo enters with its end users at <https://www.cognillo.com/storage/documents/EULA.pdf> ("**Cognillo End User License Agreement**");

NOW THEREFORE, for valuable consideration, receipt of which is acknowledged, Cognillo and Distributor agree as follows:

1. License and Appointment. Nature of Relationship

1.1. License Grant. Cognillo hereby appoints Distributor as a nonexclusive distributor in the Territory and grants to Distributor nonexclusive non-sublicensable not-transferable marketing and sales rights to the sell the licenses to the Software to end users during the term of this Agreement. Distributor hereby accepts such appointment from Cognillo.

1.2. Non-Exclusivity. Distributor understands that this Agreement is nonexclusive and that Cognillo reserves the right to appoint other distributors, or to sell its products directly itself.

1.3. Relationship of the Parties. The relationship of the Distributor to Cognillo shall be that of an independent contractor. Nothing herein shall be construed to constitute the parties as partners or joint ventures, or as employees or agents of the other. Except as expressly set forth herein, neither party has any express or implied right or authority to assume or create any obligations on behalf of, or in the name of, the other.

1.4. Ownership of Software. Cognillo is the sole and exclusive owner of all intellectual property rights in the Software and that Distributor is not authorized to remove, obliterate, obscure, or conceal in any way Cognillo's name from the Software or related materials. The Software marketed or handled by Distributor

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shall clearly identify Cognillo as the owner of the copyrights thereof and trademarks thereto.

1.5. Nature of Appointment. Privity of Contractual Relationship. The license and appointment herein do not include the right to sublicense or to use the Software. Distributor shall solely purchase respective licenses on behalf and for the benefit of the end users. Distributor shall designate itself as “distributor” or use other appropriate designation if such designation approved in writing by Cognillo. All use of the Software by end users is subject to the Cognillo End User License Agreement and is conditioned by consent of the End User with Cognillo End User License Agreement.

2. Fees and Mechanics of Payment

2.1. License Fees. Distributor agrees to pay for each Software license and shall remit all the fees specified in the License Fee Schedule set forth in **Exhibit A** attached to this Agreement and incorporated herein by reference. License Fee Schedule may be updated from time to time by Cognillo upon written notice to Distributor.

2.2. End Users Payments. The resale price of the Software licenses to end users shall be subject to the Distributor’s discretion. Distributor shall bear all risks of non-payment by end users and shall be solely responsible for all costs and expenses in connection with the resale of the Software licenses.

2.3. Mechanics of Transaction.

2.3.1. Each Software purchase order (“**Distributor Order**”) with regard to any license from License Fee Schedule shall be sent by Distributor to procurement@cognillo.com. Each Distributor Order shall be sufficiently in compliance with the Distributor Order form set forth in **Exhibit B** attached to this Agreement and incorporated herein by reference. The Form of Distributor Order may be updated from time to time by Cognillo upon written notice to Distributor.

2.3.2. Each Distributor Order is subject to Cognillo’s acceptance in its discretion that shall occur in the form of issuance of an invoice to Distributor. The invoice payment shall be undisputable and is due within 30 days from the time of receipt of the invoice.

2.3.3. Cognillo shall provide access to the Software to the respective end user within 5 (five) business days following the payment of the respective invoice in full by delivering the applicable Software license key, hosted services login information, or other information necessary for end users to use or access the applicable Software. Unless otherwise specified in the Distributor Order, all the relevant credentials shall be provided directly to the delivery contact specified in the Distributor Order. In the event the license keys or logins to are delivered to the Distributor, Distributor is obligated to deliver such keys or logins to the end user and promptly delete them thereafter.

2.4. Taxation. Distributor will pay all federal, state, county, or other local taxes or duties, however, designated, levied, or based upon the products sold hereunder this Agreement or the products or their use, and any taxes or amounts in lieu therefor paid or payable based on net income unless Distributor delivers to Cognillo a valid reseller’s certificate in accordance with the sales and/or use tax laws of the state in which

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the products are to be delivered. Any personal property taxes assessable on the products after delivery to the common carrier shall be borne by Distributor. If Cognillo is required to pay any such tax, Distributor will reimburse Software Owner therefor.

3. Cooperation of the Parties

3.1. Marketing Materials and Information from Cognillo.

3.1.1. Cognillo will furnish the Distributor with reasonable quantities of sales literature, demonstration disks, or other materials (whichever applicable) which Cognillo normally makes available to distributors or uses as its advertising materials. Cognillo does, however, reserve the right to make a reasonable charge for some of this material, or for materials that the Distributor may request over and above what Cognillo deems reasonable. If Distributor desires to develop any of its own marketing materials, they must be approved by Cognillo before being used.

3.1.2. Cognillo will provide Distributor with advertising and promotional assistance, which may include a cooperative advertising program. Distributor shall be entitled to reasonable telephone consultation with Cognillo to assist Distributor in answering customer questions. Cognillo may also provide periodic seminars, written explanations of upgrades or enhancements, notification of any substantial errors that Cognillo may discover, and fixes if available, and similar information necessary to keep the Distributor up to date with the products.

3.1.3. Any marketing manuals, service manuals, demonstration equipment, or other similar items that Cognillo may furnish to Distributor shall remain the property of Cognillo, shall be treated as confidential information by the Distributor, and shall be returned to Software Owner upon request, or at the termination of this Agreement.

3.2. Promotion by Distributor. Distributor will devote its best efforts to advertising, promoting, and marketing the Software, and to maintaining a sufficient sales organization to accomplish this. Distributor will make sure that it always has an adequately trained staff and marketing facility to demonstrate the software and train new customers in its use.

3.3. Cooperation in the event of violation. Both parties agree to make reasonable commercial efforts to immediately notify each other of any known or suspected breach of the Cognillo End User License Agreement or other unauthorized use of the Software and to assist each other in the enforcement of the terms of the Cognillo End User License Agreement.

4. Term and Termination

4.1. This agreement shall be for a term of one year commencing on the Effective Date. It shall be automatically renewed for successive terms of one year unless terminated as herein provided.

4.2. Either party may terminate this Agreement for its convenience upon thirty (30) days' written notice to the other for any reason or no reason without cost or penalty.

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4.3. Either party may terminate this Agreement for material breach of the other party of this Agreement upon five (5) days' written notice to the breaching party.

4.4. Upon termination of this Agreement, Distributor shall discontinue marketing and sale of all Software, but all licenses previously paid by Distributor shall remain in force.

4.5. Termination of this Agreement shall not release Distributor from its liability to pay Cognillo any amounts due hereunder.

5. Intellectual Property Matters

5.1. Distributor agrees to preserve and respect all of Cognillo's trademarks and copyrights. Specifically (1) the Software may not be advertised or displayed under any other trademark, and (2) Distributor shall not remove any trademark or copyright notice from any of Software. Distributor understands and agrees that Cognillo is the exclusive owner and copyright holder of the Software. Distributor shall use reasonable efforts to prevent any infringement of these copyrights and trademarks.

5.2. Distributor will not reverse engineer or decompile any of the Software nor will it knowingly assist others in doing that. Distributor will promptly notify Cognillo of any facts that could indicate the possible infringement of Cognillo's copyrights or trademarks. Distributor agrees to assist in the prosecution of any copyright or infringement claims which Cognillo may bring, provided all expenses of doing so are paid by Cognillo. Distributor will make appropriate personnel available for such copyright or infringement case without charge, but Cognillo will pay any reasonable expenses they may incur.

6. Disclaimer. Limitation of liability. Indemnification.

6.1. COGNILLO WARRANTS THAT ALL THE SOFTWARE IS AS DESCRIBED IN ITS LITERATURE AND TECHNICAL SPECIFICATIONS, COGNILLO EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS OTHER REPRESENTATIONS MADE TO ANY OF DISTRIBUTOR'S CUSTOMERS. COGNILLO OWNER DOES NOT AUTHORIZE DISTRIBUTOR TO CREATE ANY WARRANTY OR OBLIGATION EXCEPT AS EXPRESSLY AUTHORIZED HEREIN. SPECIFICALLY, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DISTRIBUTOR UNDERSTANDS THAT IT IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS ABOUT THE SUITABILITY OF ANY OF SOFTWARE OWNER'S PRODUCTS FOR ANY PARTICULAR APPLICATION, AND THAT IF DISTRIBUTOR MAKES SUCH REPRESENTATIONS OR RECOMMENDATIONS, DISTRIBUTOR WILL BEAR FULL RESPONSIBILITY FOR THEM. COGNILLO'S ENTIRE RESPONSIBILITY IN THE EVENT OF THE BREACH OF ANY WARRANTY SHALL BE TO REFUND THE LICENSE FEE PAID FOR THE SOFTWARE, OR AT ITS OPTION, TO CORRECT THE DEFECT IN THE SOFTWARE.

6.2. TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT,

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TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

6.3. EXCEPT FOR THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, IN ALL CASES OTHER THAN DISTRIBUTOR'S OBLIGATIONS TO PAY ALL FEES FOR DISTRIBUTOR'S ORDERS IN FULL, EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY DISTRIBUTOR UNDER THIS AGREEMENT.

6.4. Distributor agrees to defend, indemnify and hold Cognillo and its officers, directors, agents, and employees, harmless against all costs, expenses and losses (including reasonable attorney fees and costs) incurred through claims of third parties against Cognillo based on Distributor's breach of any provisions contained herein or as a result of any of Distributor's actions or inactions.

7. Miscellaneous

7.1. Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, among the parties, and cannot be changed or modified unless in a writing signed by all the parties hereto, unless otherwise specifically provided in this Agreement.

7.2. Headings. The headings used herein are intended solely for ease of reference, and are not intended to describe, construe or interpret this Agreement.

7.3. Confidentiality. Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how, business, customer information, technical and financial information it obtains (as "**Receiving Party**") from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Cognillo technology and any performance information relating to the Products shall be deemed Confidential Information of Cognillo, and any customer information provided by a party shall be deemed Confidential Information of that party, without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

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7.4. Notices. Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or via e-mail with the option of delivery confirmation activated (if technologically available), or with an e-mail response confirming said delivery, and addressed to such party as follows:

Notices to Cognillo:

Notices to Distributor:

Address: 244 5th Avenue, Suite C-160
New York, NY, 10001 USA

Address:

Attn.: Contract Support

Attn.:

E-mail address: contracts@cognillo.com

E-mail address:

7.5. Governing Law and Jurisdiction. Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of New York as applied to agreements made between residents of New York for performance entirely within the State of New York. The parties hereby consent to the concurrent exclusive jurisdiction of the courts of the State of New York and the United States courts located in New York County, New York in connection with any suit, action or proceeding arising out of or relating in any manner to this Agreement, and each of the Parties further irrevocably agrees to waive any objection to the venue of any such suit or proceeding in either court, or to *in personam* jurisdiction providing that service is effective. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals. Nothing in this Agreement shall prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

7.6. Waiver of Jury Trial.

BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.

7.7. Severability. In case any provision of this Agreement is held to be invalid, unenforceable, or illegal, that provision shall be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement. If a governmental authority or a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent and economic effect of the Agreement.

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Both Parties understand and acknowledged that they are sophisticated, intelligent business persons who are each represented by legal counsel to enter into this Agreement after an arm's-length negotiation wherein all parties have ample opportunity to negotiate all of the contract's terms, and the Agreement's ambiguities should in no event be construed against the drafter because both parties are considered as drafters of this Agreement.

7.8. Counterparts. This Agreement may be executed in multiple counterparts and in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute and be deemed to be one and the same instrument and each of which shall be considered and deemed an original for all purposes. This Agreement shall be effective with the facsimile or "pdf" signature of any of the parties set forth below, the facsimile or "pdf" signature shall be deemed as an original signature for all purposes, and the Agreement shall be deemed as an original for all purposes.

7.9. Waiver. The failure of either party to enforce any provisions of this Agreement is not and will not constitute a waiver of the provisions or of the right of that party to subsequently enforce that, or any other, provision of this Agreement. No waiver will be enforceable or effective unless set forth in writing signed by the party against whom such waiver is being asserted.

IN WITNESS WHEREOF, Distributor and Cognillo have caused this Agreement to be executed by their respective representatives as of the Effective Date. The persons signing below warrant that they are duly authorized to sign for, and on behalf of, the respective parties. This Agreement has been executed in duplicate originals.

Tendero Inc. (DBA Cognillo) _____, Distributor

By: _____

By: _____

Full Name:

Full Name:

Title:

Title:

Date:

Date:

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Exhibit A

License Fee Schedule

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Exhibit B

Distributor Order

All information herein shall be accurate and complete.