

KNOWBE4 Inc. MASTER AGREEMENT

This MASTER AGREEMENT (“**Agreement**”) is effective as of _____ (“**Effective Date**”) by and between KnowBe4, Inc., a Delaware Corporation whose principal place of business is 33 N. Garden Ave Ste. 1200 Clearwater, Florida 33755, and its affiliates (“**KnowBe4**”), and _____ (“**Customer**”), with a principal place of business at _____. Customer and KnowBe4 may be referred to in this Agreement individually as a “**party**” or jointly as the “**parties**.” This Agreement governs all Products and Services, as defined below, provided by KnowBe4 to Customer.

1. Definitions. For purposes of this Agreement:

“**AD**” means Active Directory. AD is a directory service (similar to a database) that a network administrator uses to control network security. A server running AD is called a domain controller. AD authenticates and authorizes all users, computers and software in a Windows network—assigning and enforcing security policies for all computers and installing or updating software.

“**Affiliate**” means an entity that directly, or indirectly through one or more entities, controls, is controlled by, or is under common control with, the specified entity.

“**Confidential Information**” means all information or material which (i) gives a party some competitive business advantage, gives a party the opportunity of obtaining some competitive business advantage, or the disclosure of which could be detrimental to the interests of a party; and (ii) which is either (a) marked “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking, (b) known by the parties to be considered confidential and proprietary or (c) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. The Documentation and Products are deemed the Confidential Information of KnowBe4.

“**Documentation**” means KnowBe4’s then current generally available documentation, specifications, user manuals, etc. for the Products and Services, located at <https://knowbe4.zendesk.com/hc/en-us> or such other URL as KnowBe4 may provide from time to time.

“**Lightweight Directory Access Protocol**” or “**LDAP**”. In the instance that the Customer uses its own software to communicate with Active Directory, Customer will need to use LDAP. KnowBe4 communicates with the Customer’s AD using LDAP to synchronize changes in new users with the database of users. The Customer will need to install and configure the AD Sync component.

“**LMS**” means a Learning Management System. LMS is software for the administration, documentation, tracking, reporting and delivery of e-learning education courses or training programs. Organizations can have their own LMS in-house or use a cloud-based LMS that KnowBe4 provides.

“**Phish Alert Button**” or “**PAB**.” The PAB is an add-in button which the Customer’s Users can add/download to their email toolbar. This element of the software is included as a part of the Products. The button is intended to provide a safe way to forward email threats to a security team for analysis and deletes the emails from a user’s inbox to prevent exposure. The Customer can choose to have the emails directed to their own security team, or to both their security team and KnowBe4 for analysis.

“**Product Support**” means any maintenance and support of any Products provided by KnowBe4.

“**Products**” means any Software, Services, and/or Web Services that KnowBe4 offers to Customer, including any Documentation.

“**Purchase Order**” means a purchase order, a quote issued by KnowBe4 or other similar document or communication from Customer to KnowBe4 delivered in connection with a sales quote or a statement of work.

“**Seats**” refers to the amount of Users granted access to the Products at any given time. Seats in the context of this Agreement will only apply to “**Active Users**”. If a User de-activates their account, it opens a Seat up for another User. KnowBe4 retains information within the Cloud-based Software for de-activated User accounts so to preserve the account if re-activated by the User.

“**Services**” means any professional services, including implementation and installation services agreed upon by the parties and set forth in a Purchase Order or any Product Support purchased pursuant to an Order.

“**Software**” means the object code version of any software that may be licensed by KnowBe4 to Customer under a Purchase Order for installation on Customer’s systems. To the extent KnowBe4 delivers any updates or enhancements to Customer as part of Product Support, such updates and enhancements will be deemed included in the definition of “Software.”

“Users” means any of Customer’s employees, customers or other third Parties the Customer gives access to the Products.

“Web Service” means an application and/or database product hosted by KnowBe4 or its agents and made available for remote access and use by Customer under a Purchase Order.

“Privacy Policy”. KnowBe4’s Privacy Policy can be found at <https://www.knowbe4.com/privacy-policy/> or such other URL locations which can be found on KnowBe4’s website as KnowBe4 may provide from time to time.

2. Intentionally Omitted.

3. Products.

3.1 Software License. *This Section applies only in the event Customer licenses Software from KnowBe4 pursuant to a Purchase Order. Subject to Customer’s payment of all relevant fees, KnowBe4 hereby grants to Customer (including its Affiliates) and Customer’s authorized Users, solely for internal purposes, and not for resale or publication, a limited, non-exclusive, non-sublicensable, non-transferable (except pursuant to Section 14.6 (Assignment)), fully-paid, royalty-free license to install, use, execute, display, and access the Software. The initial term of the foregoing license will be as set forth in the applicable Purchase Order. Apart from the foregoing limited licenses, Customer is not being granted any right, title, or interest in or to the software Products. All such rights are expressly reserved by KnowBe4.*

3.2 Web Services Access. *This Section applies only in the event Customer orders Web Services from KnowBe4 pursuant to a Purchase Order. Subject to Customer’s payment of all relevant fees, KnowBe4 hereby grants to Customer a non-exclusive, non-transferable (except pursuant to Section 14.6 (Assignment)), right to access and use for its internal business purposes the Web Services. The initial term of the foregoing access right will be as set forth in the applicable Purchase Order. Customer shall be solely responsible for connection of Customer’s systems to a telecommunications service that provides Internet access for purposes of Customer’s access and use of the Web Services.*

3.3 Beta Product. *KnowBe4 may offer Beta Services at no charge. Use of the Beta Services are at the election of Customer and are for evaluation purposes only. Beta Services are not considered “Services” and do not come with Product Support. Beta Services may be subject to additional terms. KnowBe4 reserves the right to discontinue the Beta Services at any time. Beta Services will automatically terminate at such time as KnowBe4 makes such Beta Services generally available. Beta Services may be unpredictable and lead to erroneous results. Customer acknowledges and agrees that: (i) Beta Services are experimental and have not been fully tested; (ii) Beta Services may not meet Customer’s requirements; (iii) the use or operation of any Beta Service may not be uninterrupted or error free; (iv) Customer’s use of any Beta Service is for purposes of evaluating and testing the Beta Service and providing feedback to KnowBe4; (v) Customer shall inform its employees, staff members, and other users regarding the nature of Beta Service; and (vi) Customer will hold all information relating to Beta Services and Customer’s use of Beta Services, including any performance measurements and other data relating to Beta Services, in strict confidence and shall not disclose such information to any unauthorized third parties. Customer shall promptly report any errors, defects, or other deficiencies in any Beta Service to KnowBe4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA SERVICES ARE PROVIDED “AS-IS” AND “AS-AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND. Customer hereby waives any and all claims, now known or later discovered, that Customer may have against KnowBe4 and its suppliers and licensors arising out of Customer’s use of the Beta Services.*

4. Product Usage & Rights.

4.1 Acceptance. *All sales are final, non-refundable, and non-returnable except with respect to Products that do not meet applicable specifications in the relevant Documentation or that are not identified in the Purchase Order. Inspection and acceptance of the Products shall be Customer’s responsibility. Customer is deemed to have accepted the Products once a Purchase Order is signed and sent over to KnowBe4 for processing. Customer irrevocably waives any right to revoke acceptance.*

4.2 Customer Users. *The Products are provided on a per-seat basis. The concurrent amount of Users cannot exceed the purchased number of Seats by more than 10%. If Customer’s Users exceed the purchased number of Seats by more than 10%, the Customer is obligated to pay for any Seats that surpass the purchased amount. If a User’s account is terminated or removed, that User’s Seat license is no longer considered in use and may be allocated to another User upon approval by KnowBe4. In the event that the Customer adds on more Seats during a term, the new Seats will be priced at the same volume level/discount that the initial Seats purchased during the that term were purchased for and will be valid only until the end of the specified term for the applicable Quote. Upon renewal of the applicable Quote term, new rates may apply.*

4.3 Web Services Term. Unless otherwise provided in the applicable Purchase Order, (i) Web Services are acquired on a subscription basis, (ii) additional subscriptions may be added at any time during a co-pending subscription term, with the term for such additional subscriptions to be prorated for the portion of then-current subscription term remaining at the time the mid-term subscriptions are added, and (iii) any such additional subscriptions will be co-pending and each shall terminate on the same date as the original subscription term.

4.4 Product Term. The applicable term for each Product is set forth in the applicable Purchase Order.

4.5 Intellectual Property. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code). KnowBe4 and its licensors own all right, title, and interest, including intellectual property rights, in the Products and all enhancements, modifications, and updates thereto. Except for express licenses granted in this Agreement, KnowBe4 is not granting or assigning to Customer any right, title, or interest, express or implied, in or to KnowBe4's intellectual property. KnowBe4 reserves all rights in such property.

4.6 Feedback. Customer may provide KnowBe4 with suggestions, comments or other feedback (collectively, "**Feedback**") with respect to the Products. Feedback is voluntary. KnowBe4 is not obligated to hold it in confidence. KnowBe4 may use Feedback for any purpose without obligation of any kind. To the extent a license is required under any Customer intellectual property rights to make use of the Feedback, Customer grants KnowBe4 an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with KnowBe4's business, including the enhancement of the Products.

5. Data.

5.1 Customer Data. Customer grants KnowBe4 and its Affiliates a non-exclusive, world-wide, royalty-free license to use the data and other information input by Customer into the Products ("**Customer Data**"): (i) to perform KnowBe4's obligations under this Agreement; (ii) in compliance with the Privacy Policy and (iii) as may be required by law. Customer will be responsible for obtaining all rights, permissions, and authorizations to provide the Customer Data to KnowBe4 for use as contemplated under this Agreement. Except for the limited license granted in this Section, nothing contained in this Agreement will be construed as granting KnowBe4 any right, title, or interest in the Customer Data. Customer Data shall be deemed Customer Confidential Information.

5.2 Aggregated Data. KnowBe4 may also use Customer Data in an aggregate, de-identified and generic manner for marketing, survey and benchmarking purposes, in the review and development of current and future Products, Product usage and other similar purposes ("**Aggregated Data**"). Aggregated Data: (i) is used only for internal administrative purposes and general usage statistics; (ii) does not identify Customer or any individual; and (iii) to the extent such Aggregated Data is disclosed, it is only disclosed in a generic or aggregated manner for the purposes of sharing Product usage, statistical or benchmarking purposes. Aggregated Data will not be considered Customer Confidential Information.

5.3 Data Security. Customer Data is maintained using industry standard administrative, physical, and technical safeguards that are designed to provide for the protection of the security, confidentiality and integrity of Customer Data. KnowBe4's security safeguards include, means for preventing access, use, modification or disclosure of Customer Data by unauthorized individuals. Notwithstanding, Customer Data access may be provided (i) to KnowBe4 and other personnel to the extent necessary provide Product and Product Support; (ii) as compelled by law in accordance with Section 9.1(v); (iii) as set forth in the Privacy Policy; or (iv) as expressly permitted by Customer.

5.4 Privacy. The collection, use, and disclosure of Customer Data in connection with Customer's use of the Products is subject to the Privacy Policy. Customer hereby acknowledges and agrees that all Users will review and consent to the Privacy Policy before accessing or using the Products. By using the Products, Customer, and each User acknowledges that the Customer Data will be processed in accordance with the Privacy Policy and this Agreement and may be processed in a country where it was collected, as well as in countries where privacy laws may be different or less stringent. By using the Products or submitting Customer Data via the Products, Customer and each User expressly consents to such processes. To the extent Customer or a User provides personal information about a named person or entity that is not a User, Customer or the applicable User represents that it has that person's or entity's consent to do so.

6. Customer Obligations.

6.1 Connectivity. Customer is solely responsible for all telecommunication or Internet connections and associated fees required to access and use the Products, as well as all hardware and software on the Customer site. KnowBe4 is not responsible for (i) Customer's access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet.

6.2 User Credentials. Customer shall keep the User credentials (e.g. usernames and passwords) confidential and not disclose any such credentials to any third party. In addition, Customer shall notify KnowBe4 immediately upon discovery of the disclosure of any such credentials, and upon any termination of the engagement of any employees or agents of Customer with knowledge of any such credentials, so that such credentials can be changed.

6.3 Restrictions. Customer may not: (i) reverse engineer, disassemble, decompile or otherwise attempt to reveal the trade secrets or know how underlying the Products, except to the extent expressly permitted under applicable law; (ii) use KnowBe4's intellectual property and Confidential Information to develop a product that is similar to the Products; (iii) use any KnowBe4 Confidential Information to contest the validity of any KnowBe4 intellectual property; (iv) remove or destroy any copyright notices, other proprietary markings or confidentiality legends placed on or made available through the Products; or (v) use the Products in any manner or for any purpose inconsistent with the terms of this Agreement or the Documentation. Software shall only be used for the licensed number of nodes, networks, or hosts for which Customer has paid the applicable fees.

6.4 Customer Content. When accessing and using the Products, Customer and its employees and agents shall not include content, including, but not limited to text, audio, images, animations, or video, that is obscene, offensive, inappropriate or that violates any applicable law or regulation, contract, or privacy or other third party right, or that otherwise exposes KnowBe4 or its resellers to civil or criminal liability. Customer acknowledges that the Products are designed to assist Customer in training Users and can include developing customized fake cyber security attack campaigns for purposes of employee training, but that Customer, and not KnowBe4 or any KnowBe4 resellers, shall be responsible for Customer's compliance with all laws and governmental regulations, and any results in connection with the Customer's use of the Products (including any reports or information produced in connection therewith).

6.5 Export/Import Control Compliance. The sale, resale or other disposition of Products and any related technology or documentation may be subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Customer is solely responsible for complying with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export or import any Products to any country to which such export or transmission is restricted or prohibited. Customer understands and acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

7. Product Support.

7.1 In General. Products are made available with standard Product Support for no additional charge.

7.2 Exclusions. Notwithstanding the foregoing, KnowBe4 will have no obligation to support: (i) services, hardware, or software provided by anyone other than KnowBe4, or (ii) Product issues caused by Customer's negligence, abuse or misapplication, (iii) Customer's use of Products other than as specified in the Documentation.

8. Payment Terms.

8.1 Prices. Prices will be specified by KnowBe4 and will be applicable for the period specified in the KnowBe4 Purchase Order (as applicable). If no period is specified, prices will be applicable for thirty (30) days. Notwithstanding the foregoing, prices will be subject to increase in the event of an increase in KnowBe4's costs or other circumstances beyond KnowBe4's reasonable control. Prices are exclusive of taxes, including sales, use, excise, value added and similar taxes or charges imposed by any government authority; domestic and international shipping charges. KnowBe4 is responsible for payment of the foregoing (with the exception of any KnowBe4 income or employee taxes) and such charges will be paid by Customer to KnowBe4 in addition to the price of the Products. Except as otherwise specified herein or in a Purchase Order, (i) fees are based on the Product acquired and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) Term and quantities purchased cannot be decreased during the applicable Product term. You will be responsible for any payments owed but not paid by any of your Affiliates ordering Services hereunder.

8.2 Due Date; Late Payments. Amounts due for Products may be invoiced by KnowBe4 in full at the start of the subscription term or as otherwise expressly provided in the Purchase Order. Customer agrees to pay the net amount of each invoice without offset or deduction within thirty (30) days after the date of KnowBe4's invoice (unless otherwise noted on the invoice). If any amount is not paid upon the due date, KnowBe4 shall be entitled to receive the amount due plus interest thereon at the rate of 1.5% per month (or such lower rate as shall be the highest permissible contract rate under applicable law) on all amounts that are not paid on or before the date due. Customer shall also pay all of KnowBe4's reasonable costs of collection, including but not limited to reasonable attorney's fees.

8.3 Disputed Payments. KnowBe4 will not exercise its right of suspension in the event Customer provides KnowBe4 notice that Customer disputes such charges, in good faith, and provides KnowBe4 with written notice of such dispute prior to the due date, pays all undisputed charges on time, and cooperates diligently to resolve the dispute.

8.4 Credit Approval; Application of Payment. All Purchase Orders are subject to credit approval by KnowBe4. Customer agrees to submit such financial information from time to time as may be reasonably requested by KnowBe4 for the establishment and/or continuation of credit terms. Any payment received from Customer may be applied by KnowBe4 against any obligation owing from Customer to KnowBe4.

8.5 Reseller Purchases. In the event Customer acquires Products via a reseller, then all payment-related terms will be set forth in the applicable reseller agreement between such reseller and Customer.

9. Confidentiality.

9.1 Confidential Information. During the course of this Agreement, each party may disclose to the other certain Confidential Information to the other party. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is or becomes publicly available through no breach by the Receiving Party of this Agreement; (ii) was previously known to the Receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (iii) was acquired from a third party without any breach of any obligation of confidentiality; (iv) was independently developed by a party hereto without reference to Confidential Information of the other party; or (v) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall promptly inform the other party in writing and provide a copy thereof (unless notice is precluded by the applicable process), and shall only disclose that Confidential Information necessary to comply with such subpoena or order.

9.2 Protection of Confidential Information. Except as expressly provided in this Agreement, the Receiving Party will not use or disclose any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent, except disclosure to and subsequent uses by the Receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the Receiving Party's obligations under this Section. Subject to the foregoing nondisclosure and non-use obligations, the Receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the Receiving Party uses to protect the Receiving Party's own Confidential Information and trade secrets, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the Disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the Disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

9.3 Return and Destruction of Materials. All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either Party to the other Party, and all summaries, copies, descriptions, excerpts or extracts thereof that are in the possession of the other Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party, and the Receiving Party shall use reasonable efforts to promptly delete or destroy all summaries, copies, descriptions, excerpts or extracts thereof in their possession upon the Disclosing Party's written request. The Receiving Party shall have no obligation to delete or destroy copies that: (a) are contained in an archived computer system backup that was made in accordance with such Party's security, e-mail retention, and/or disaster recovery procedures; or (b) are kept by its legal department for record-keeping, archival, or governance purposes in compliance with such party's document retention policies. Any such retained Confidential Information shall remain subject to the terms and conditions of this Agreement for so long as it is retained. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

10. Warranties and Disclaimers.

10.1 Product Warranties. Unless expressly provided otherwise in a Product warranty in terms and conditions accompanying a Product, all Products shall materially conform to their then current Documentation. Customer must notify KnowBe4 of any breach of this warranty within the foregoing thirty (30) day period. Customer's sole and exclusive remedy, and KnowBe4's sole and exclusive liability, for a breach of the foregoing warranty will be for KnowBe4 to provide Product Support to repair or replace the relevant Product or terminate the relevant Purchase Order and issue a refund for any pre-paid, unearned fees for the affected portion of the Product. KnowBe4 shall not be responsible for any breach of the foregoing warranty resulting from Customer's

abuse or misuse of the Product or failure to use the Product as described in this Agreement, including failure to use the Product in accordance with its operational requirements.

10.2 Service Warranties. KnowBe4 warrants that KnowBe4 shall provide the Services in a professional, workmanlike manner consistent with this Agreement. Customer must notify KnowBe4 of any breach of this warranty within thirty (30) days of delivery. Customer's sole and exclusive remedy, and KnowBe4's sole and exclusive liability, for a breach of the foregoing warranty will be for KnowBe4, in its sole discretion, to use reasonable efforts to re-perform the Services or terminate the relevant Purchase Order and issue a refund for the portion of price paid for the non-conforming Services.

10.3 Compliance Warranties. Each party warrants that it will comply with all laws and regulations applicable to its provision or use of the Products, as applicable (including applicable security breach notification law).

10.4 Disclaimers. EXCEPT FOR THE LIMITED WARRANTIES IN SECTION 10 OR ANY EXPRESS WARRANTIES PROVIDED IN TERMS AND CONDITIONS ACCOMPANYING A PRODUCT: (i) THE PRODUCTS ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND; AND (ii) KNOWBE4 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. KNOWBE4 DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY KNOWBE4 OR KNOWBE4'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED HEREIN.

10.5 THE PRODUCTS MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT KNOWBE4 AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (i) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (ii) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER DATA, WEB-SITES, COMPUTERS, OR NETWORKS. KNOWBE4 WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES. FURTHER, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

11. Indemnification.

11.1 KnowBe4 Indemnity Obligations. KnowBe4 will defend and indemnify Customer from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees) finally awarded against Customer, as approved via a court-approved settlement, or via binding mediation or arbitration arising from a claim by a third party that Customer's authorized use of a Product infringes that third party's United States patent, copyright, or trade secret rights. The foregoing indemnification obligation of KnowBe4 is contingent upon Customer promptly notifying KnowBe4 in writing of such claim (provided the failure or delay in doing so shall not relieve KnowBe4 from any obligations to indemnify Customer except to the extent that such delay or failure materially prejudices the defense of such claim), permitting KnowBe4 sole authority to control the defense or settlement of such claim and providing KnowBe4 reasonable assistance (at KnowBe4's sole expense) in connection therewith. If a claim of infringement under this Section occurs, or if KnowBe4 determines a claim is likely to occur, KnowBe4 will have the right, in its sole discretion, to either (i) procure for Customer the right or license to continue to use the Products free of the infringement claim, or (ii) modify the Products to make them non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to KnowBe4, KnowBe4 may, in its sole discretion, immediately terminate this Agreement and related Purchase Order and, upon return of the infringing Products from Customer, refund the fees paid for such Products, prorated over twenty-four (24) months from initial delivery of the Products to Customer. Notwithstanding the foregoing, KnowBe4 will have no obligation with respect to any claim of infringement that is based upon or arises out of (i) the use or combination of the Products with any hardware, software, products, data, or other materials not provided by KnowBe4, (ii) modification or alteration of the Products by anyone other than KnowBe4, (iii) use of the Products in excess of the rights granted in this Agreement, or (iv) any specifications or other intellectual property provided by Customer (collectively, the "**Excluded Claims**"). The provisions of this Section state the sole and exclusive obligations and liability of KnowBe4 and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Products or this Agreement, and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

11.2 Customer Indemnity Obligations. Customer will defend and indemnify KnowBe4 and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees) incurred by KnowBe4 as a result of any claim by a third party arising from (i) Customer's use of the Products in breach of this Agreement, (ii) KnowBe4's authorized use of the Customer Data, or (iii) the Excluded Claims. The foregoing indemnification obligation of Customer is contingent upon KnowBe4 promptly notifying Customer in writing of such claim (provided the failure or delay in doing so shall not relieve Customer from any obligations to indemnify KnowBe4 except to the extent that such delay or failure materially prejudices the defense of such claim), permitting Customer sole authority to control the defense or settlement of such claim, provided that Customer may not settle any such claim unless it unconditionally releases KnowBe4 of all liability, and providing Customer reasonable assistance (at Customer's sole expense) in connection therewith.

12. Limitations of Liability.

12.1 NEITHER KNOWBE4 NOR ITS VENDORS AND LICENSORS SHALL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF KNOWBE4 AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CUSTOMER FOR THE PRODUCT OR SERVICE AS TO WHICH THE LIABILITY RELATES, IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and KnowBe4's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

12.2 No action arising out of this Agreement may be brought by either party more than two (2) years after such cause of action accrues, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

13. Term and Termination.

13.1 Term. This Agreement shall be effective as of the Effective Date, and shall remain in full force and effect until all Purchase Order terms have expired or otherwise have been terminated ("Term").

13.2 Suspension. In the event KnowBe4, in good faith believes or otherwise becomes aware of a User's violation of this Agreement, then KnowBe4 may specifically request that Customer suspend such User's access to and use of the Products. In the event Customer fails to suspend such non-compliant User, Customer hereby authorizes KnowBe4 to suspend such User. The duration of such suspension is at the sole determination of KnowBe4 and shall continue until such time as KnowBe4 determines that the applicable User has cured the breach resulting in such suspension. KnowBe4 may also suspend access and use of the Products with respect to any individual User or the Customer account to: (i) to prevent damages to, or degradation of, the Products or KnowBe4's systems; (ii) to comply with any law, regulation, court order, or other governmental request; (iii) to otherwise protect KnowBe4 from potential legal liability. Any such suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the cause of the suspension.

13.3 Termination.

13.3.1 If KnowBe4 believes in good faith that Customer's ability to make payments may be impaired, or if Customer fails to pay any invoice when due and does not make such payment within ten (10) days after receipt of notice from KnowBe4 of such failure, KnowBe4 may, in its sole discretion, either: (i) suspend delivery or performance of any Purchase Order, or any remaining balance thereof, until such payment is made; or (ii) terminate any Purchase Order, or any remaining balance thereof. In either event, Customer shall remain liable to pay for any Products already received, and any Services already performed.

13.3.2 Either party may terminate the Agreement or a Purchase Order upon a material breach of the Agreement or Purchase Order by the other, if the breaching party does not cure the breach within thirty (30) days after receipt of written notice from the other party specifying the breach.

13.4 Effects of Termination.

13.4.1 All Purchase Orders existing at the time of termination of this Agreement shall remain in effect and shall be performed in accordance with and subject to the terms and conditions of this Agreement (all of which

shall survive with respect to such Purchase Orders), except for any Purchase Orders terminated under Section 13.3.2 above.

13.4.2 *In the event of any termination of the Agreement or Purchase Order, Customer shall pay for all work in process and all Products ordered as of the effective date of termination of the particular Purchase Order, as applicable. In addition, if a Purchase Order specifies a term for which KnowBe4 shall provide Services to Customer (e.g., 36 months), and that Purchase Order is terminated by KnowBe4 for cause (including nonpayment) or by Customer without cause, then all future, recurring Service fees associated with the remaining Term of such Purchase Order shall become immediately due and payable, and shall be paid by Customer to KnowBe4 upon the effective date of such termination.*

13.4.3 *Upon any termination, Customer's right to use and access the Products shall immediately cease.*

13.4.4 *After the effective date of termination of this Agreement, KnowBe4 shall have no obligation to maintain or provide Customer Data to Customer. KnowBe4 may, in its sole discretion, delete or destroy any Customer Data in its possession, unless KnowBe4 has a legal retention obligation. Prior to the expiration or termination, Customer may request, in writing, that KnowBe4 provide Customer with a copy of the Customer Data in its possession and in the form and format as such Customer Data exists of the effective date of such termination.*

13.4.5 *The exercise of the right to terminate this Agreement and any Purchase Order shall be in addition to any other right and remedy provided in this Agreement or existing at law or equity that is not otherwise excluded or limited under this Agreement.*

14. Miscellaneous Provisions.

14.1 U.S. Governmental Rights. *The software Products are commercial computer software as described in DFARS 252.227-7014(a)(1) and FAR 2.101. If acquired by or on behalf of any the Department of Defense or any component thereof, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in DFARS 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation. If acquired by or on behalf of any civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in FAR 12.212, Computer Software.*

14.2 FOIA and Public Disclosure Requests. *The purpose of the relationship between KnowBe4 and Customer is for Customer to purchase a subscription to KnowBe4's Security Awareness Training, which contains software, content, and information for internet security awareness training, IT risk management, regulatory compliance, simulation of security attacks and vulnerability assessments. The software, web services, content, and information disclosed is proprietary to KnowBe4 and is an important business asset of KnowBe4 (the "Proprietary Information"). The Proprietary Information consists of protected financial data, trade secrets and commercially valuable information that, if disclosed, would harm the competitive position of KnowBe4. In the event of a request for disclosure of KnowBe4's information, including any training materials, Customer will affirmatively respond denying the request pursuant to the terms of this paragraph and will promptly, but no later than (five) 5 business days after receiving such request, forward the request on to KnowBe4. Customer shall not release any such information except pursuant to written instructions by KnowBe4, or a final un-appealable court order, provided that any such disclosure shall be limited to the minimum necessary to be in compliance with the request, based upon the opinion of counsel. If Customer cannot agree to the foregoing, then Customer is not permitted access to the Information.*

14.3 Independent Contractor. *KnowBe4, its personnel, agents, subcontractors and independent contractors are not employees or agents of Customer and are acting as independent contractors with respect to Customer. Neither party is, nor shall be considered to be, an agent, distributor, partner, joint venturer or representative of the other party for any purpose, and neither party shall have the authority to act on behalf of, or in the name of, or to bind the other party in any manner whatsoever.*

14.4 Force Majeure. *Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than the payment obligations or breach of confidentiality requirements) resulting from acts or events beyond the reasonable control of such party, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage or dispute, governmental act or failure of the Internet, power failure, energy interruption or shortages, other utility interruption, telecommunications interruption provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.*

14.5 Entire Agreement; Construction; Modifications. This Agreement, including any and all Purchase Orders, constitutes the entire understanding between the parties related to this Agreement which understanding supersedes and merges all prior understandings and all other proposals, letters, agreements, oral or written. The parties further agree that there are no other inducements, warranties, representations or agreements regarding the matters herein between the parties except as expressly set in this Agreement. In the event of any conflict between the body of this Agreement and any Purchase Order, the body of this Agreement shall control, unless signed in writing by the parties. In the event that the Customer, or its Users, are presented with KnowBe4 click-wrap, the contents of this Agreement shall supersede any conflicting terms. As used herein, the term “including” shall mean “including, without limitation”; the term “includes” as used herein shall mean “includes, without limitation”; and terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. This Agreement may not be modified, amended or altered in any manner except by a written agreement signed by both parties, and any attempt at oral modification shall be void and of no effect.

14.6 Assignment. Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of KnowBe4. Any attempted assignment or delegation without such consent will be void and KnowBe4 may immediately terminate this Agreement for cause. Except as provided above, this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their successors and assigns.

14.7 No Waiver. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed to be a waiver of any further right hereunder.

14.8 Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to choice of law principles. The parties consent and submit to the jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida for any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies). Notwithstanding the foregoing, KnowBe4 shall have the right to seek injunctive or pre-judgment relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, infringement or unauthorized disclosure of KnowBe4’s Confidential Information or intellectual property rights. No Federal Acquisition Regulations shall be construed to apply to KnowBe4 without KnowBe4’s written agreement thereto. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

14.9 Purchase Orders. KNOWBE4 SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A CUSTOMER PROVIDED PURCHASE ORDER OR SIMILAR DOCUMENT. IF A PURCHASE ORDER IS REQUIRED BY CUSTOMER, THE PARTIES AGREE THAT ANY ADDITIONAL TERMS CONTAINED THEREIN SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE AND REPLACE ANY AND ALL TERMS IN ANY PURCHASE ORDER.

14.10 Survivability. All provisions of this Agreement relating to confidentiality, non-disclosure, intellectual property, disclaimers, limitation of liability, indemnification, and payment, and any other provisions which must survive in order to give effect to their meaning, shall survive the termination of this Agreement.

14.11 Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; or (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid. All notices shall be addressed to the parties at the addresses specified below or at such other addresses as either party may in the future specify in writing to the other.

14.12 Headings; Counterparts. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in two or more original or facsimile counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

KNOWBE4

By: _____
Name: Lars Letonoff
Title: Chief Revenue Officer
Date: _____

Address for notices:
33 N. Garden Ave Suite 1200
Clearwater, Florida 33755
E-mail: Legal@knowbe4.com
Phone: DIR (727) 265-3259 or Main (855) 566-
9234
Attention: Legal

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

Address for notices:

E-mail: _____
Phone: _____
Attention: _____