

AMENDMENT #3
CONTRACT #0000000000000000000021430

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Administration (the "State") and Carahsoft Technology Corporation (the "Contractor") approved by the last State signatory on August 01, 2017.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree the Contract is amended by adding the following terms, attached hereto and incorporated herein:

- **Exhibit G** – KnowBe4 Master Agreement

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Carahsoft Technology Corporation

Indiana Department of Administration

DocuSigned by:
By: *Kristina Smith*
BB279B81FB84436...

DocuSigned by:
By: *John C. Helmer IV*
8621A5F7C0634A9...

Title: Contracts Director

Title: Senior Account Manager

Date: 6/23/2020 | 11:49 EDT

Date: 6/29/2020 | 12:28 EDT

Electronically Approved by: Indiana Office of Technology By: Tracy E. Barnes, Chief Information Officer (for)	Electronically Approved by: Department of Administration By: Lesley A. Crane, Commissioner (for)
Electronically Approved by: State Budget Agency By: Zachary Q. Jackson, Director (for)	Electronically Approved as to Form and Legality: Office of the Attorney General By: Curtis T. Hill, Jr., Attorney General (for)

Exhibit G

MASTER AGREEMENT

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

1. Definitions. For purposes of this Agreement:

“**Active Users**” means Users with active assigned Seats.

“**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.

“**Beta Product**” refers to the second phase of software testing in which a sampling of the intended audience samples a product prior to its general release and, in return, Customer provides KnowBe4 feedback about the Beta Product. Use of Beta Products by Customer is optional.

“**Confidential Information**” means all information or material disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, which the Receiving Party is not required by law to disclose or otherwise produce and 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 the Disclosing Party; or (ii) 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 proprietary information contained in the Products and Services, which is identified in Paragraph 15.2, may be Confidential Information of KnowBe4.

“**Courseware**” means training modules, games, posters, artwork, videos, newsletters, security documents or other content and materials provided by 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.

“**LMS**” stands for learning management system, which is software for the administration, documentation, tracking, reporting and delivery of Courseware, which includes any e-learning education courses or training programs. KnowBe4 provides a cloud-based LMS through its Web Hosted Services. Upon approval by KnowBe4, Customer may also opt to use its own or a third party’s LMS in accordance with the terms of this Agreement.

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

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

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

“**Quote**” means a purchasing document or other similar document, such as a purchase order or statement of work, in connection with a purchase under this Agreement.

“**Seats**” refers to the number of Users permitted access to the Products and/or Services pursuant to the user count purchased via a Quote.

“**Security Page**” means KnowBe4’s security page which provides information about KnowBe4’s information security practices which can be found at <https://www.knowbe4.com/security>, or such other URL locations on KnowBe4’s website as KnowBe4 may provide from time to time.

“**Services**” means any professional services, including implementation and installation services, managed services, consultancy services, or services for the customization or branding of Courseware agreed upon by the parties and set forth in a Quote or any additional Product Support purchased pursuant to a Quote. KnowBe4 may require Customer to enter into a statement of work (“**SOW**”) detailing the Services to be performed.

“**Software**” means the object code version of any software that may be licensed by Customer under this Agreement 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 to whom the Customer gives access to the Products and Services.

“**Web Hosted Services**” means an application and/or database product hosted by KnowBe4 or its agents and made available for remote access and use by Customer under this Agreement.

2. Products.

2.1 Software License. This Section applies only in the event Customer licenses Software from KnowBe4 pursuant to a Quote. Subject to Customer’s commitment to payment in accordance with this Agreement, KnowBe4 hereby grants to Customer, for use with

Customer's authorized Users, and solely for internal business purposes and not for resale or publication, a limited, non-exclusive, non-sublicensable, non-transferable fully-paid, royalty-free license to install, use, execute, display, and access the Software. The term of the foregoing license will be as set forth in the applicable Quote. Apart from the foregoing limited licenses, Customer is not being granted any right, title, or interest in or to the Software, or otherwise the Products. All such rights are expressly reserved by KnowBe4. Some Software or components used in our Products may be offered under an open source license, which may be found at <https://support.knowbe4.com/hc/en-us/articles/360000870387-Open-Source-Licensing-Information> or such other URL as KnowBe4 may provide from time to time.

2.2 Courseware License. This Section applies only in the event Customer licenses Courseware from KnowBe4 pursuant to a Quote. Subject to Customer's commitment to payment in accordance with this Agreement, KnowBe4 hereby grants to Customer, for use with Customer's authorized Users, and solely for internal business purposes and not for resale or publication, a limited, non-exclusive, non-sublicensable, non-transferable fully-paid, royalty-free license to install, use, execute, display, and access the Courseware. The term of the foregoing license will be as set forth in the applicable Quote. Apart from the foregoing limited licenses, Customer is not being granted any right, title, or interest in or to the Courseware, or otherwise the Products. All such rights are expressly reserved by KnowBe4.

2.3 Web Hosted Services Access. This Section applies only in the event Customer orders Web Hosted Services from KnowBe4 pursuant to a Quote. Subject to Customer's commitment to payment in accordance with this Agreement, KnowBe4 hereby grants to Customer, and Customer's authorized Users, solely for internal business purposes and not for resale or publication, a non-exclusive, non-transferable, right to access and use for its internal business purposes the Web Hosted Services. The term of the foregoing access right will be as set forth in the applicable Quote. 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 Hosted Services. KnowBe4 will use commercially reasonable efforts to make the Web Hosted Services available in accordance with the terms set forth in Attachment A.

2.4 Beta Product. KnowBe4 may offer Beta Products at no charge. Use of the Beta Products are at the election of Customer and are for evaluation purposes only. Beta Products are not considered "Services" and do not come with Product Support. Beta Products may be subject to additional terms. KnowBe4 reserves the right to discontinue the Beta Products at any time. Use of the Beta Products will automatically terminate at such time as KnowBe4 makes such Beta Products generally available. Beta Products may be unpredictable and lead to erroneous results. Customer acknowledges and agrees that: (i) Beta Products are experimental and have not been fully tested; (ii) Beta Products may not meet Customer's requirements; (iii) the use or operation of any Beta Products may not be uninterrupted or error free; (iv) Customer's use of any Beta Product is for purposes of evaluating and testing the Beta Product and providing feedback to KnowBe4; (v) Customer shall inform its employees, staff members, and other users regarding the nature of Beta Products; and (vi) Customer will hold all information relating to Beta Products and Customer's use of Beta Products, including any performance measurements and other data relating to Beta Products, 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 Product to KnowBe4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA PRODUCTS ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. Customer hereby waives any and all contractual 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 Products.

3. Product Usage & Rights.

3.1 Acceptance. [Reserved].

3.2 Operation of the Products. The implementation and operation of KnowBe4's Products and any deliverables resulting from Services performed, are done so by designated admin(s) employed or contracted by the Customer. Any Managed Services, as defined below, may be subject to additional fees.

3.3 Customer Users. The Products and Services are provided on a per-seat, subscription basis. The concurrent number of Active Users receiving access cannot exceed the purchased number of Seats by more than 10%. If Customer's Active Users exceed the purchased number of Seats by more than 10%, Customer is obligated to either pay for any Seats that surpass the purchased amount or immediately reduce its number of Active Users. Customer is not permitted to freely re-assign Seats to Users. KnowBe4 prohibits cycling of Seats amongst Customer's personnel. If an Active 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 written approval by KnowBe4. Notwithstanding the foregoing, KnowBe4's approval is not required in the instance an Active User's account is terminated or removed due to Customer's termination of that Active User's employment, or otherwise for termination of contract with that Active User, to account for Customer's normal attrition in workforce. Upon request by KnowBe4, Customer agrees to provide KnowBe4 with a certification of such compliance. Upon request by KnowBe4, Customer agrees to provide KnowBe4 with a certification of such compliance. KnowBe4 reserves the right to audit Customer's compliance with this Section. Additional Seats may be added mid-subscription term and such additional Seats will be co-pending with the then-current subscription term and shall terminate on the same date. Add-ons for more Seats mid-term will be priced at the same volume/level discount purchased under the applicable co-pending Quote and will be valid only until the end of such co-pending subscription term. Upon renewal, new rates may apply.

3.4 Professional Services. In the instance Customer purchases Services to be performed by KnowBe4, Customer may be required to sign a SOW detailing the project specifications for the Services. Services can include, but are not limited to, the request for KnowBe4 to implement and operate the Products on behalf of Customer ("Managed Services"), additional maintenance and support (as opposed to any standard maintenance and support already included), customization and branding of any Courseware, and any additional

consultancy or professional services. The completion time for any Services to be performed under a SOW, and any milestones, shall be dependent on KnowBe4's receipt of all Customer assets and specifications necessary for the project, in addition to KnowBe4 receiving a valid signed SOW for processing, as requested by KnowBe4. The completion deadline will start from the date of delivery of all such assets and specifications, not the date of KnowBe4's receipt of the signed SOW. Customer acknowledges that delays in providing assets or specifications at the request of KnowBe4 for such Services may delay the completion of the Services. KnowBe4 shall not be faulted for delays caused by Customer's failure to reasonably cooperate. Service hours purchased pursuant to a SOW or Quote will expire upon the expiration or termination of Customer's subscription term and will not carry over to any subsequent renewal term.

3.5 Intellectual Property. This is not a work made-for-hire agreement as defined by U.S. or other applicable law. KnowBe4 and its licensors own and reserve 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.

3.6 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 to make use of any intellectual property in any such 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.

4. Data.

4.1 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 Product Privacy Notice 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.

4.2 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.

4.3 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 and disclosure of Customer Data by unauthorized individuals. Notwithstanding, Customer Data access may be provided: (i) to KnowBe4 and other personnel to the extent necessary to provide the Products, Services and support; (ii) as compelled by law; (iii) as set forth in the Product Privacy Notice; or (iv) as expressly permitted by Customer. Our Products currently operate in third-party datacenters located in the US or EU and have been built with high availability, business continuity and disaster recovery in mind. Notwithstanding the foregoing, KnowBe4 shall store Customer Data in the United States. Our cloud architecture follows industry standard security practices and is regularly assessed for vulnerabilities and risks. Information about our information security can be found at KnowBe4's Security Page.

4.4 Data Protection. The collection, use, and disclosure of Customer Data in connection with Customer's use of the Products is subject to the Product Privacy Notice. By using the Products, Customer, and each User acknowledges that the Customer Data will be processed by KnowBe4 in accordance with the Product Privacy Notice 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, provided KnowBe4 ensures compliance with applicable data protection laws. By using the Products or submitting Customer Data via the Products, Customer expressly consents to such processing. To the extent Customer or a User provides personal data or other information belonging to a third party, Customer represents and warrants that it has that person's, organization's, or other such third party's proper consent, or otherwise proper authorization, to do so. In the event Customer has entered into a Data Processing Agreement with KnowBe4, such Data Processing Agreement shall govern the data handling practices between the parties and shall supersede the language contained in this Section in the event of a conflict.

4.4.1 Protected Health Information, Payment Card Information and other Sensitive Information. KnowBe4 does not need, nor does it request, any protected health information ("PHI") governed by the Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA"), nor does it need or request any non-public consumer personally identifiable information or financial information governed by the Gramm-Leach-Bliley Act ("GLBA") or payment card information covered by the Payment Card Industry Data Security Standards ("PCI DSS") in order to provide its products and services. Customer should never disclose, or allow to be disclosed, PHI, information protected by PCI DSS or GLBA, or other sensitive information to KnowBe4. Customer acknowledges that KnowBe4 does not take steps to ensure its products are GLBA, HIPAA or PCI DSS compliant. All obligations of the aforementioned regulations remain solely with the Customer. KnowBe4's Products and Services are not intended for use with minors (as defined by applicable law). Customer is prohibited from authorizing minors, as defined by applicable law, to use or access the Products and Services, except as otherwise provided in a signed writing by an authorized representative of KnowBe4.

5. Customer Obligations.

5.1 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.

5.2 User Credentials. Customer shall ensure the User credentials (e.g. usernames and passwords) remain confidential and Customer, and its Users, shall not disclose any such credentials to any third party. In addition, Customer shall notify KnowBe4 promptly upon discovery of the unauthorized disclosure of any such credentials or upon any unauthorized access. Upon any termination of the engagement or deactivation of any User with knowledge of any such credentials, Customer shall promptly change such credentials and remove access for that User.

5.3 Restrictions.

5.3.1 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 Active Users for which Customer has paid the applicable fees, in accordance with Section 3, above.

5.3.2 Access and use of KnowBe4 Products, Services, or other related materials is solely authorized for the internal business purposes of the Customer for its Active Users and only for the duration of the subscription term or evaluation period. Use of KnowBe4 Products, Services, or other related materials for analytical or research purposes to be used or disclosed outside of Customer's organization is strictly prohibited. Except for where expressly permitted herein, Sharing screenshots, downloads, or other forms of copying, duplicating or replicating the Products, Services, or other related materials publicly or outside of Customer's Active Users is strictly prohibited. Customer is not permitted to access or use any of KnowBe4's Products, Services, or other related materials if it is a direct competitor of KnowBe4. Additionally, Customer is not authorized to provide, or otherwise send to or communicate, to a direct competitor of KnowBe4 any Confidential Information gained by its access and use of such Products, Services, and related materials. Customer acknowledges that some of KnowBe4's Products and Services are designed to assist Customer in training Users and can include developing, customizing, and sending 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. Customer Content.

6.1 Dependent on the Products and Services purchased via a Quote, Customer may use KnowBe4's Products and Services for the hosting of its assets, content and other such materials such as certain reports, documents, manuals, audiovisual materials, photos, videos, and audio files to KnowBe4 to make available to Customer's Active Users on or through the Products and Services ("Customer Content"). All Customer Content shall be considered Customer Data. Subject to and conditioned on Customer's, and its Users', compliance with the terms and conditions of this Agreement, during the applicable Quote term, KnowBe4 shall provide Customer and its Active Users remote electronic access to the Customer Content through the Web Hosted Services in accordance with this Agreement. KnowBe4 has the right to: (a) take any action with respect to any Customer Content that it deems necessary or appropriate, in KnowBe4's sole discretion, including if KnowBe4 reasonably believes that such Customer Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of any person, or could create liability for KnowBe4; (b) take appropriate legal action, including without limitation, referral to law enforcement, related to any illegal or unauthorized Customer Content provided by Customer; or (c) terminate or suspend Customer's access to the Web Hosted Services for any violation of this Agreement. Customer grants KnowBe4, and its Affiliates and service providers, and each of their and KnowBe4's respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose the Customer Content as necessary to provide the Web Hosted Services and make the Customer Content available to Customer and Customer's Users.

6.2 Customer represents and warrants that: (a) Customer owns all rights in and to the Customer Content and/or has the right to grant the licenses granted herein to KnowBe4 and KnowBe4's affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and (b) all Customer Content does and will continue to comply with this Agreement; (c) all Customer Content does and will continue to comply with all international, federal, state, and local laws and regulations; and (d) the Customer Content does not: (i) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (iii) infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person; (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement; (v) promote any illegal activity, or advocate, promote or assist any unlawful act; (vi) intentionally create unreasonable disturbances to any other person or organization; or (vii) contain any: (1) viruses, trojan horses, worms, backdoors, or other software or hardware devices, the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, software, or content; or (2) time bomb, drop dead device, or other software or hardware device designed to

disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive KnowBe4, or its customers/users, of the lawful right.

6.3 Intentionally Omitted.

7. Use of Customer or Third Party LMS.

7.1 In the event Customer uses its own or a third party's LMS, or other mechanisms for the hosting of Courseware or other such content provided by KnowBe4 or its third party licensors, Customer shall ensure strict compliance in accordance with this Agreement and shall ensure an agreement is in place with any such third party that contains substantially the same level of protection for the Courseware and other such content as contained herein. After the termination of the applicable subscription term, Customer will ensure all Courseware and other such content is removed from such third party's possession.

7.2 Affiliates. Customer, if purchasing Seats on behalf of its Affiliate, shall ensure its Affiliates comply with the terms of this Agreement. Customer shall be jointly and severally liable with its Affiliate for any breach by the Affiliate of this Agreement. No Affiliate may directly enforce any provision of this Agreement. All actions to enforce this Agreement must be brought by Customer.

7.3 Anti-Bribery & Corruption. Customer and its Affiliates will not: (1) made any unlawful payments to any government official or employee; (2) make any unlawful payment to any person, or unlawfully provide anything of value (whether as property, services, or in any other form) to any person, for the purpose of obtaining an improper business advantage; or (3) agree, commit, or otherwise offered to undertake any of the foregoing actions in connection with this Agreement or any related activities.

7.4 International Trade Compliance. The sale, resale or other disposition of Products and any related technology or documentation are subject to various economic sanctions, export control laws, and other restrictive trade measures administered by the U.S. other applicable governments. Because these laws can have extraterritorial effect, Customer will comply with all such measures where applicable including, without limitation, (1) the Export Administration Act of 1979, as amended (50 U.S.C. app. 2401-2420) and the Export Administration Regulations, 15 C.F.R. §§ 730-774 ("EAR"); (2) the Arms Export Control Act, 22 U.S.C. § 2778, and the corresponding International Traffic in Arms Regulations ("ITAR"); (2) the economic sanctions laws and regulations enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), 31 C.F.R. Part 500 et seq., and the U.S. Department of State; and (iv) the anti-boycott regulations, guidelines, and reporting requirements under the Export Administration Regulations and Section 999 of the Internal Revenue Service Code. Customer understands and acknowledges that it is solely responsible for complying with such laws whenever applicable. Customer further understands and acknowledges that it shall not directly or indirectly export, import, sell, disclose, or otherwise transfer any Products to any country or party subject to such restrictions, and that it is solely responsible for obtaining any license(s) to export, re-export or import the Products that may be required.

8. Product Support.

8.1 In General. Products are made available with standard Product Support for no additional charge. Customer may purchase priority level support for an additional fee as set forth in the applicable Quote. Product Support is made available in accordance with the terms and conditions set forth in Attachment A.

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

9. Payment Terms.

9.1 Prices. Except as otherwise specified herein or in a Quote, (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. Customer will be responsible for any payments owed but not paid by any of Customer's Affiliates ordering Products or Services hereunder.

9.2 Due Date; Late Payments. [Reserved].

9.3 Disputed Payments. [Reserved].

9.4 Credit Approval; Application of Payment. [Reserved].

9.5 Reseller Purchases. In the event Customer acquires Products or Services via an authorized KnowBe4 channel partner (i.e. reseller, distributor, managed service provider), then all payment-related terms will be set forth in the applicable agreement between such channel partner and Customer. Should Customer want to procure Products and/or Services directly from KnowBe4, the payment-related terms will have to be re-negotiated at that time.

10. Confidentiality.

10.1 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 by law, provided, however, that the party receiving a legal request for disclosure – be it in the form of a subpoena or otherwise – 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 request.

10.2 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 are informed of their confidentiality obligations as it relates to such Confidential Information. 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.

10.3 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 a party 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.

11. Warranties and Disclaimers.

11.1 Product Warranties. All purchased Products shall materially conform to their then current Documentation and during the applicable Quote term, KnowBe4 will not materially decrease the overall functionality of the Products. Customer must notify KnowBe4 of any breach of this warranty within thirty (30) days of discovery of the breach. 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 within thirty (30) days of such notice of non-conformity. If KnowBe4 is unable to remedy such non-conformity within the period to cure, Customer shall be entitled to terminate the relevant Quote and be issued a refund for any pre-paid, unearned fees for the affected portion of the Products. 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. Customer is required to sufficiently detail the non-conformity in a manner that allows KnowBe4 to properly assist with the remediation. KnowBe4 shall not be responsible for delays in remediation caused by Customer's failure to respond to requests by KnowBe4. Customer understands that the Products will only operate in accordance with KnowBe4's Documentation, as defined in the Agreement, and it is the Customer's responsibility to ensure that the Products will be fit for its purposes and to ensure that the Products will be supported by Customer's technology and business environment.

11.2 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 discovery of the breach. 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 Quote and issue a refund for the portion of price paid for the non-conforming Services.

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

11.4 Disclaimers. EXCEPT FOR THE LIMITED WARRANTIES IN THIS SECTION: (i) THE PRODUCTS AND SERVICES 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. CUSTOMER ACKNOWLEDGES THAT COURSEWARE IS FOR GENERAL INFORMATION PURPOSES ONLY AND THAT KNOWBE4 IS NOT A LAW FIRM NOR DOES IT PROVIDE ANY PROFESSIONAL OR ADVISORY SERVICES. THE INFORMATION PRESENTED IS NOT LEGAL ADVICE AND IS NOT TO BE ACTED ON AS SUCH.

11.5 THE PRODUCTS AND SERVICES 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, EXCEPT THOSE ACTIVITIES CAUSED BY KNOWBE4'S NEGLIGENCE OR WILLFUL MISCONDUCT. FURTHER, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

12. Indemnification.

12.1 KnowBe4 Intellectual Property-Related 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 Quote and, upon return of the infringing Products from Customer, a prorated refund for any prepaid, unused fees for such Products for the remainder of the applicable subscription term. 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.

12.2 Intentionally Omitted.

13. Limitations of Liability.

13.1 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. *Notwithstanding the foregoing, the above limitation of liability does not apply to KnowBe4's indemnity obligations.*

14. Term and Termination.

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

14.2 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.

14.3 Termination.

14.3.1 [Reserved].

14.3.2 Either party may terminate the Agreement or a Quote upon a material breach of the Agreement or Quote 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. In the event of a material breach of this Agreement by KnowBe4, Customer may provide KnowBe4 with thirty (30) days' written notice of such breach and if KnowBe4 does not cure the breach within the thirty (30) day cure period, Customer may terminate this Agreement and receive a prorated refund of any unused portion of the subscription fees paid by Customer.

14.4 Effects of Termination.

14.4.1 [Reserved].

14.4.2 Upon any termination, Customer's right to use and access the Products and Services (including any Courseware and other materials provided by KnowBe4) shall immediately cease. Customer must return or destroy all copies (original and duplicates) of such Products and Services, in accordance with this Agreement. Upon request by KnowBe4, Customer must provide to KnowBe4 a certification of destruction.

14.4.3 During the applicable Quote term, Customer shall have the ability to download a copy of its Customer Data contained in the Products in the form and format as such Customer Data exists in the Products. Upon termination of this Agreement or applicable Quote term, KnowBe4 shall have the right to delete or destroy all Customer Data in its, or its agents' possession. Notwithstanding the forgoing, KnowBe4 shall be permitted to retain copies of data contained in an archived computer system backup that was made in accordance with such its security, e-mail retention, and/or disaster recovery procedures; or (b) are kept by KnowBe4 for record-keeping, archival, or governance purposes in compliance with KnowBe4's document retention policies. Any such retained data shall remain subject to the terms and conditions of this Agreement for so long as it is retained.

14.4.4 The exercise of the right to terminate this Agreement and any Quote 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.

15. Miscellaneous Provisions.

15.1 U.S. Governmental Rights. The software Products and Services consist of commercial items and 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.

15.2 Legal and Public Disclosure Requests. KnowBe4 is aware that the Customer may be required by law - including the Access to Public Records Act, I.C. 5-14-3 et seq. - to produce documents that it receives from KnowBe4 in association with their relationship and that, to the extent that the terms of this Agreement conflict with the law, the law controls. The parties acknowledge, however, that bona fide "trade secrets" are generally exempt from disclosure under the law. The purpose of the relationship between KnowBe4 and Customer is for Customer to purchase a subscription to KnowBe4's Security Awareness Training and to make training content available to Customer's personnel. Thus, for the sake of clarity, the parties agree that training content that is to be generally distributed to Customer's personnel is not a "trade secret" for the purposes of this Agreement; provided such training remains subject to the licensing obligations described above in Section 2 and other terms contained herein. The parties similarly agree that pricing, quantities, discounts and like financial information offered to Customer by KnowBe4 are not "trade secrets." All of the forgoing notwithstanding, KnowBe4 asserts that the mechanism and process for delivering training content to Customer's personnel - as well as the methods and sequence for delivering certain reports to the Indiana Office of Technology ("IOT") - constitute trade secrets under the law, even if the content of these documents does not. The documents in question are not generally available to Customer's personnel, as they are only accessible through KnowBe4's platform; and only IOT will have access to them. Thus, in the event that IOT receives a legal request calling for the production of such information which, in the opinion of IOT's counsel could contain trade secrets under the law, IOT will deny the request or otherwise object to it, decline to produce the information in question, and notify KnowBe4 of the request so that KnowBe4 may intervene to the extent permitted by law. Specifically, IOT will do so if it receives a legal request calling for the production of (i) software (including any source code), (ii) the code behind the format of organization-wide reports detailing specific end-users' susceptibility to simulated phishing attacks and other forms of social engineering to IOT, (iii) platform-hosted information which would reveal KnowBe4's methods and/or sequences of delivery of security education, training and awareness to IOT, (iv) platform-hosted information which would reveal KnowBe4's methods of reporting phishing simulation and cybersecurity security education and awareness training results to IOT, (v) code or formulas for assessing testing and training needs of Customer's personnel based upon behavior, and (vi) platform-hosted metrics and measurements associated with security education, training and awareness results and/or evaluation. KnowBe4 acknowledges that Customer may be ordered to pay the legal fees and other costs that a requesting party incurs in appealing the denial of such legal requests. In addition to any other indemnification obligations that it has under this Agreement, KnowBe4 agrees to pay any such fees and costs that are incurred as a result of Customer following the procedure described in this paragraph.

15.3 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.

15.4 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 notice of such cause without undue delay; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

15.5 Entire Agreement; Construction; Modifications. This Agreement, including any and all Quotes, 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 Quote or any other Customer provided purchasing document, or additional agreements entered into by the parties, the body of this Agreement shall control, unless otherwise expressly stated in a signed writing by authorized representatives 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 authorized representatives of the parties, and any attempt at oral modification shall be void and of no effect.

15.6 Assignment. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement, in whole but not in part, without the other party's permission, to an Affiliate (provided previously purchased licenses, access rights and Seats for the Products and Services will not be assignable or transferable without written consent from KnowBe4) or in connection with any merger, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction, provided, that the assignee: (i) is not a direct competitor of the non-assigning party; and (ii) is capable of fully performing the obligations of the assignor under this Agreement; and (iii) agrees to be bound by the terms and conditions of this Agreement.

15.7 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.

15.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana 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 State of Indiana for any dispute relating to the terms, interpretation or performance of this Agreement.

15.9 Intentionally Omitted.

15.10 Reserved.

15.11 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.

15.12 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

15.13 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, electronic mail, 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.

15.14 Headings; Counterparts; Electronic Signatures. 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. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

ATTACHMENT A - SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") is for the provisioning of services required to support and sustain the Products under the Agreement to which this SLA is attached.

Availability & Uptime

KnowBe4 agrees to: (i) make the Products available to Customer pursuant to the Agreement and the applicable Quote, (ii) provide support for the Products to Customer at no additional charge, and/or upgraded support if purchased; and (iii) use commercially reasonable efforts to make the online Services available 99.9% of the time to be measured annually, excluding any planned downtime, maintenance windows, or any unavailability caused by circumstances beyond KnowBe4's reasonable control, such as a force majeure event in accordance with the Agreement. If Customer would like to receive status updates on the availability of KnowBe4's Products, Customer may subscribe to receive updates at <https://status.knowbe4.com/>, or such other URL as KnowBe4 may provide from time to time.

CSM

Customer will be assigned a designated customer service manager ("CSM") to assist the Customer's admin with onboarding and training on how to use the Products, as applicable.

Maintenance Windows

KMSAT maintenance windows can be found here <https://support.knowbe4.com/hc/en-us/articles/360024057834-KnowBe4-Security-Awareness-Training-KMSAT-Site-Maintenance->, or such other URL as KnowBe4 may provide from time to time.

KCM GRC maintenance windows can be found here <https://support.knowbe4.com/hc/en-us/articles/360025164193-KCM-GRC-Platform-Maintenance-Window>, or such other URL as KnowBe4 may provide from time to time.

PhishER maintenance windows can be found here <https://support.knowbe4.com/hc/en-us/articles/360025164473-PhishER-Platform-Site-Maintenance->, or such other URL as KnowBe4 may provide from time to time.

Maintenance windows for other Products not specified here may be found on the KnowBe4 Documentation page, as defined in the Agreement.

Support

KnowBe4's support parameters, including its support hours, can be found at <https://www.knowbe4.com/hubfs/KnowBe4-Support-Documents.pdf?t=1518625292505>, or such other URL as KnowBe4 may provide from time to time. To make a support request, Customer may submit a ticket here <https://support.knowbe4.com/hc/en-us/requests/new> or such other URL as KnowBe4 may provide from time to time.

Customer Requirements

Customer responsibilities and/or requirements in support of this SLA include: (i) customer's compliance with the Agreement and the applicable Quote; (ii) reasonable availability of Customer's admin and/or technical representative(s) when resolving a service-related incident or request; and (iii) providing proper notice of KnowBe4's non-compliance with any Product or Service warranty in accordance with the Agreement and sufficiently detail the non-compliance in a manner that allows KnowBe4 to properly assist with the remediation. KnowBe4 will not be responsible for delays in remediation caused by Customer's failure to respond to requests by KnowBe4. Customer understands that the Products and Services will only operate in accordance with KnowBe4's Documentation, as defined in the Agreement, and it is the Customer's responsibility to ensure that the Products and Services will be fit for its purposes and to ensure that the Products and Services will be supported by Customer's technology and business environment. Customer understands that KnowBe4's Products and Services are non-mission critical to Customer's business.

Response Times

In support of services outlined in this SLA, KnowBe4 will respond to service-related incidents and/or requests submitted by Customer within the following time frames:

- Within 36 business hours for issues classified as High Priority.
- Within 72 business hours for issues classified as Medium Priority.
- Within 5 business days for issues classified as Low Priority.

"High Priority": Complete failure of platform or the complete unavailability of core functionality such as training and phishing.

“**Medium Priority**”: Impacted operations, core operations such as user and admin login operational but functionality impaired or requiring workarounds to achieve documented operation.

“**Low Priority**”: Inconvenience due to operations not performing as defined or at a significantly degraded speed.

KMSAT Support Tiers:

Tier 1 Support will assist with:

- ✓ Password resets
- ✓ Phishing and Training Campaign creation
- ✓ Explaining overall navigation of the KMSAT Products
- ✓ Providing KnowBe4’s recommended best practices
- ✓ Issues accessing the training console
- ✓ Whitelisting to ensure successful delivery of email from our servers
- ✓ Issues related to accessing/completion of training modules
- ✓ Resolving phishing/training result discrepancies
- ✓ SAML Single Sign-On support and troubleshooting
- ✓ Phish Alert Button installation
- ✓ Active Directory Integration support
- ✓ Reseller and MSP support

Tier 2 and Tier 3 Support will be available for the escalation of more advanced support requests related to issues occurring with the KMSAT Products.

Partners

In the event Customer purchases through a KnowBe4 authorized reseller or managed service provider, such reseller or managed service provider may have their own SLA associated with the purchase. Customer acknowledges that KnowBe4 is not responsible nor is KnowBe4 liable for ensuring compliance with such reseller or managed service provider SLA.