

KnowledgeLake Referral Terms and Conditions

Version 5.1 | Effective October 1, 2026

THESE REFERRAL TERMS AND CONDITIONS (these "Terms") apply to the referral partner entering the KnowledgeLake Referral Agreement between KnowledgeLake, Inc., a Delaware corporation ("KnowledgeLake") and the referral partner ("Partner") set forth on the signature page to such agreement (together with these Terms, the "Agreement"). Each KnowledgeLake and Partner are referred to as a "Party" and collectively as the "Parties."

A. KnowledgeLake developed, owns, licenses, and markets that certain cloud-based software-as-a-service application and software (the "Platform") to its customers;

B. Partner has relationships with prospective purchasers of the Platform and wishes to introduce those prospects to KnowledgeLake; and

C. KnowledgeLake is willing to appoint Partner as a nonexclusive referral partner and to pay a referral fee on qualifying transactions, on the terms set forth in the Agreement.

KnowledgeLake and Partner, in consideration of the mutual promises and agreements set forth herein, hereby agree as follows:

SECTION 1: DEFINITIONS

Capitalized terms not otherwise defined elsewhere in the Agreement have the meaning set forth in this Section 1.

1.1 "Cloud Service Subscription Agreement" is the written license agreement pursuant to which the Customer obtains the limited license to use the Platform.

1.2 "Confidential Information" includes any data or information, oral or written, treated as confidential or proprietary that relates to either Party's (or, if either Party is bound to protect the confidentiality of any other entity's or person's information, such other entity's or person's) past, present, or future research, development, or business activities, including any unannounced products and services, and including any information relating to services, developments, inventions, software, source code, processes, plans, financial information, customer and supplier lists, forecasts, pricing, applications, and projections. Confidential Information will also include the terms of the Agreement. Notwithstanding the foregoing, Confidential Information will not be deemed to include information that: (a) is publicly available at the time disclosed; (b) is or becomes publicly available through no fault of the Party receiving such information; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations; or (d) is independently developed by the recipient.

1.3 "Customer" means any person or entity that purchases or licenses the Platform from KnowledgeLake solely to fulfill its own internal business needs and not for transfer or resale of any kind.

1.4 "Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (a) any idea, design, concept, technique, invention, discovery, or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; (b) Trademarks; (c) internet domain names, web addresses, web pages, web sites, and uniform resource locators; (d) any work of authorship, regardless of copyrightability, but including software, firmware, application programming interfaces, architecture, documentation, specifications, data, data files, databases, copyrights and any moral rights recognized by law; and (e) any other equivalent or similar rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection on a worldwide basis.

1.5 "Partner Resources" means the materials, training, documentation, and other resources KnowledgeLake makes available to referral partners from time to time, in each case as and to the extent KnowledgeLake elects to provide them. KnowledgeLake may add, change, or discontinue any Partner Resource at any time in its sole

discretion. Nothing in this Agreement obligates KnowledgeLake to provide any particular resource, system, or portal, and no obligation of either Party is conditioned on the availability of any one of them.

1.6 "Qualifying Transaction" means a transaction that satisfies each of the conditions set forth in Section 3.3.

1.7 "Referral Fee" means the fee payable by KnowledgeLake to Partner on a Qualifying Transaction as set forth in Section 3.5 and in the Agreement.

1.8 "Registered Opportunity" means a prospective Customer opportunity registered by Partner and approved by KnowledgeLake in accordance with Section 3.1.

1.9 "Sales Territory" means the geographic territory in which Partner may refer prospective Customers as set forth in the Agreement. If no Sales Territory is set forth in the Agreement, the Sales Territory is the United States, Canada, and the United Kingdom. Partner will not refer any prospective Customer located outside the Sales Territory without KnowledgeLake's prior written approval, which KnowledgeLake may condition on data center availability and applicable law.

1.10 "Trademarks" means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, corporate names, domain names, and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights and all similar or equivalent rights or forms of protection in any part of the world, owned or licensed by KnowledgeLake.

SECTION 2: REFERRAL APPOINTMENT

2.1 Nonexclusive Referral Appointment. KnowledgeLake hereby appoints Partner, and Partner hereby accepts the appointment, to act as a nonexclusive referral partner for the introduction of prospective Customers located in the Sales Territory during the Term solely in accordance with the terms and conditions of the Agreement. KnowledgeLake retains the right to market, distribute, and support the Platform in the Sales Territory directly to or through any person or entity on any terms deemed desirable by KnowledgeLake in its sole discretion. KnowledgeLake will not be liable or responsible to Partner for any loss of profits or other damage that Partner may suffer from any other sales or appointments.

2.2 Referral Only; No Resale. Partner does not purchase, resell, sublicense, or distribute the Platform under this Agreement. KnowledgeLake contracts directly with each Customer under the Cloud Service Subscription Agreement, invoices the Customer directly, and bears all credit risk with respect to the Customer. Partner has no authority to quote prices, negotiate terms, accept orders, or bind KnowledgeLake in any respect. Any resale arrangement between the Parties is governed by separate agreement and confers no rights under this one.

2.3 KnowledgeLake Responsibility for the Customer Relationship. KnowledgeLake is responsible for managing all aspects of the sale, delivery, and configuration of the Platform to the Customer, and for all ongoing support of the Platform, including first line support for all Platform-related inquiries. Partner has no implementation or support obligation under this Agreement.

2.4 Trademarks License. Subject to Partner's compliance with the Agreement and KnowledgeLake's prior written approval of each use, KnowledgeLake grants to Partner a nonexclusive, revocable, nontransferable, limited license to use and display the Trademarks solely to the extent reasonably necessary to identify KnowledgeLake and the Platform in connection with Partner's referral activities within the Sales Territory during the Term. Partner will promptly discontinue the display or use of any Trademark, or change the way a Trademark is displayed or used, upon KnowledgeLake's request. Partner may use KnowledgeLake-approved materials, factual statements of its partner relationship with KnowledgeLake, and publicly available KnowledgeLake descriptions in its normal course marketing, in each case in accordance with KnowledgeLake's brand and trademark guidelines. Any misuse of the Trademarks by Partner will constitute a material breach of the Agreement.

2.5 Reserved Rights. All rights not specifically granted to Partner hereunder are reserved by KnowledgeLake. Except for the appointment as a nonexclusive referral partner and the limited Trademarks license granted by the Agreement, KnowledgeLake does not convey any Intellectual Property Rights to Partner.

2.6 Benefits. Partner's sole and exclusive compensation under the Agreement will be the Referral Fee payable on Qualifying Transactions in accordance with Section 3. Except as may be expressly set forth in the Agreement, Partner will not be entitled to any other commission, fee, charge, or other compensation or remuneration under the Agreement. For the avoidance of doubt, no Referral Fee arises on any renewal, expansion, upsell, professional services engagement, or other transaction occurring after the initial Qualifying Transaction.

SECTION 3: REFERRAL PROCESS AND FEES

3.1 Registration. Partner will identify prospective Customer opportunities and register each of them with KnowledgeLake in writing before engaging KnowledgeLake in the opportunity. KnowledgeLake will notify Partner in writing whether the opportunity is approved as a Registered Opportunity. No Referral Fee is payable with respect to any opportunity that was not approved as a Registered Opportunity before the transaction was executed.

3.2 Registration Limits and Conflicts. KnowledgeLake will allow only one registration per opportunity and will pay only one Referral Fee per transaction. KnowledgeLake may deny registration of any opportunity where KnowledgeLake is already directly engaged with the prospect, the opportunity has been previously registered by another KnowledgeLake partner, or the prospect is an existing Customer with which KnowledgeLake has an active expansion discussion. A Registered Opportunity expires 90 days after the date of KnowledgeLake's approval and may be re-registered for successive 90-day periods at KnowledgeLake's sole discretion upon Partner's submission of documented activity.

3.3 Qualifying Transactions. A transaction is a Qualifying Transaction only if each of the following is satisfied: (a) it arises from a Registered Opportunity that had not expired at the time the Cloud Service Subscription Agreement was executed; (b) it is for new software subscription licenses with a minimum annual contract value of \$30,000 at KnowledgeLake's then-current suggested retail price; (c) the Customer has executed a Cloud Service Subscription Agreement with KnowledgeLake; and (d) KnowledgeLake has received payment from the Customer.

3.4 Eligible Opportunities. Opportunities eligible for registration include both prospects that have no previous KnowledgeLake software or subscription licenses and existing Customers where Partner directly influences and registers a new subscription opportunity. Renewals of existing subscriptions are not eligible for registration.

3.5 Referral Fee. KnowledgeLake will pay Partner a Referral Fee equal to 10% of the net software subscription license revenue actually received by KnowledgeLake from the Customer for the first twelve months of the initial subscription term under a Qualifying Transaction. "Net" means amounts invoiced for software subscription licenses less any discounts, credits, refunds, taxes, shipping, and third-party products. No Referral Fee is payable on professional services, implementation, training, support, hardware, third-party products, or any amount invoiced but not received.

3.6 Payment; Clawback; Tax. KnowledgeLake will pay the Referral Fee in U.S. Dollars within 30 days after KnowledgeLake receives cleared funds from the Customer. If KnowledgeLake refunds, credits, or otherwise reverses any amount on which a Referral Fee has been paid, Partner will repay the corresponding Referral Fee within 30 days of notice, and KnowledgeLake may set off that amount against any Referral Fee otherwise payable. As a condition to payment, Partner will provide a completed IRS Form W-9 or applicable Form W-8, and KnowledgeLake may withhold from any payment any amount required by applicable law. Partner is solely responsible for all taxes on amounts it receives under this Agreement.

3.7 KnowledgeLake Determination of Content. KnowledgeLake reserves the right at any time without liability or prior notice to determine the contents, specifications, features, and functions of the Platform; to discontinue distribution of any or all of the Platform in some or all markets or channels; and to change or terminate the level or type of support or service KnowledgeLake makes available. Any change or discontinuance will be

communicated to Partner in writing. In the case the Platform is discontinued, KnowledgeLake agrees to provide support for a period of 18 months after notice of discontinuance has been provided.

SECTION 4: PARTNER WARRANTIES AND OBLIGATIONS

4.1 Conduct. Partner will conduct its referral activities in a manner that reflects favorably at all times on the Platform and the good name, goodwill, and reputation of KnowledgeLake, and will identify to each prospective Customer its full legal name and trade name if applicable. Partner's failure to comply with any obligation set forth in the Agreement is a material breach of the Agreement. Except for intentional misuse of Intellectual Property Rights, intentional unauthorized disclosure of Confidential Information, or a breach incapable of cure, neither Party may terminate this Agreement for breach without first providing written notice describing the breach and a reasonable opportunity to cure as set forth in Section 5.4.

4.2 Restrictions. Partner will not: (a) make any representation, warranty, guarantee, indemnity, similar claim, or other commitment actually or apparently on behalf of KnowledgeLake or to any prospective Customer regarding the Platform; (b) quote prices for, or negotiate any term of, the Platform; (c) engage in unfair, competitive, misleading, or deceptive practices respecting KnowledgeLake, the Trademarks, or the Platform, including disparagement; (d) promote or market the Platform using promotional material not provided by or approved in writing by KnowledgeLake; or (e) name KnowledgeLake in any press release or statement to the general public without KnowledgeLake's prior written consent. KnowledgeLake will not be bound by any statement made by Partner in contravention of this Section 4.2, nor by any term of any purchase order or similar document of Partner or any Customer.

4.3 Records and Audit Rights. Partner will, at its own expense: (a) submit to KnowledgeLake complete and accurate information on each registered opportunity; (b) maintain complete and accurate records and accounts of all transactions and activities covered by the Agreement; and (c) promptly notify KnowledgeLake of, and cooperate in addressing, any complaint about the Platform of which Partner becomes aware. Partner will maintain such records during the Term and for a period of three years thereafter. KnowledgeLake or its agent, upon at least 30 days' prior written notice to Partner and no more than once per calendar year, during normal business hours may audit Partner's books and records relevant to Partner's performance of this Agreement. KnowledgeLake bears the cost of each audit unless the audit reveals an overpayment of Referral Fees exceeding five percent (5%) for the period audited, in which case Partner bears the reasonable cost of that audit.

4.4 Compliance with Laws. Partner is now in compliance and will at all times during the Term comply with all applicable laws and regulations in performing its duties hereunder, including all applicable provisions of the Export Administration Regulations, 15 C.F.R. Parts 730-774, as amended from time to time. Partner will not export, re-export, transmit, transship, make available, or disclose the Platform in violation of U.S. law or regulation.

4.5 Anti-Corruption. Partner will comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-bribery and anti-corruption laws. Partner will not, directly or indirectly, offer, promise, authorize, or provide anything of value to any government official or any other person in order to obtain or retain business or secure an improper advantage in connection with the Platform. Partner represents and warrants that no owner, officer, director, employee, or agent of Partner is a government official, an employee of any government-owned or government-controlled entity, or an immediate family member of any of the foregoing, except as disclosed to KnowledgeLake in writing before the Effective Date. Partner will promptly notify KnowledgeLake if that representation ceases to be accurate. Any breach of this Section 4.5 is a material breach not subject to cure.

4.6 Public Sector Opportunities. Before registering any opportunity involving a federal, state, local, tribal, educational, or other public sector prospect, Partner will identify the prospect as public sector and obtain KnowledgeLake's written clearance. Partner acknowledges that applicable law may prohibit or require disclosure of contingent fees paid in connection with the award of a government contract. KnowledgeLake may decline to register any public sector opportunity, or may decline to pay a Referral Fee on any transaction where payment would be inconsistent with applicable law or the terms of the applicable procurement, and Partner will cooperate

fully with any disclosure or certification KnowledgeLake is required to make. No term, condition, certification, or representation that Partner accepts, makes, or agrees to in connection with any public sector procurement binds KnowledgeLake unless KnowledgeLake has accepted it in writing.

4.7 Warranties. Partner represents and warrants to KnowledgeLake as follows: (a) it is an entity duly organized, validly existing, and in good standing in the jurisdiction of its formation; (b) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required; (c) it has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement; (d) its signatory to this Agreement is its authorized legal representative, who has full authority to execute this Agreement on behalf of Partner and to bind Partner hereby; (e) when executed and delivered by each of KnowledgeLake and Partner, this Agreement will constitute the legal, valid, and binding obligation of Partner, enforceable against Partner in accordance with its terms; and (f) it is in compliance with all laws applicable to the operation of its business and its performance of its obligations under this Agreement.

4.8 Remedies Short of Termination. If Partner fails to satisfy any obligation set forth in the Agreement, KnowledgeLake may deliver written notice describing the deficiency. If Partner does not cure the deficiency within 30 days of that notice, KnowledgeLake may, without terminating this Agreement, suspend Partner's right to register opportunities, suspend approval of pending Registered Opportunities, suspend payment of any Referral Fee not yet due, and suspend Partner's access to the Partner Resources. Exercise of any remedy under this Section 4.8 does not waive KnowledgeLake's right to terminate under Section 5.4 or any other right or remedy.

SECTION 5: TERM AND TERMINATION

5.1 Term. Unless earlier terminated pursuant to the provisions of this Agreement, this Agreement will commence on the Effective Date and continue for a term of 12 months ("Initial Term"). On expiration of the Initial Term, this Agreement will automatically renew for additional successive 12 month periods unless and until earlier terminated pursuant to the provisions of this Agreement or either Party provides the other Party with a notice of non-renewal 60 days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

5.2 Termination for Convenience. Partner or KnowledgeLake may terminate this Agreement at will, at any time, with or without cause, by written notice given to the other Party at least 60 days prior to the effective date of such termination.

5.3 Termination upon Bankruptcy. Effective immediately and without any requirement of notice, either Party may, at its option, terminate this Agreement or suspend its performance in the event that: (a) the other Party files a voluntary petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (b) a receiver, trustee, or similar officer is appointed for the business or property of such Party; (c) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such Party and not stayed, enjoined, or discharged within 60 days; or (d) the other Party adopts a resolution for discontinuance of its business or for dissolution.

5.4 Termination for Cause. Either Party may terminate this Agreement upon written notice of termination if the other Party commits a material breach of its obligations under this Agreement and fails to cure the same within 30 days after notice from the non-breaching Party describing the breach and demanding a cure. KnowledgeLake may terminate this Agreement or suspend Partner's rights hereunder immediately upon written notice if Partner breaches its obligations regarding KnowledgeLake's Intellectual Property Rights or Confidential Information or breaches Section 4.5.

5.5 Consequences and Survival. Upon termination or expiration of this Agreement: (a) Partner's appointment as a referral partner and the licenses KnowledgeLake granted to Partner herein will immediately terminate; (b) Partner will discontinue all further promotion and marketing of the Platform and will register no further opportunities; (c) Partner will cease all display, advertising, and use of all KnowledgeLake Intellectual Property Rights; (d) Partner will return or destroy, at KnowledgeLake's sole option, all materials, records, equipment, or

programs referencing, using, or incorporating any KnowledgeLake Intellectual Property Rights or KnowledgeLake Confidential Information; and (e) no further Referral Fee will accrue or become payable, provided that KnowledgeLake will pay the Referral Fee on any Registered Opportunity that was unexpired at the effective date of termination and that becomes a Qualifying Transaction within 90 days after that date, subject to Sections 3.5 and 3.6. Notwithstanding any expiration or termination of this Agreement, Section 1, Section 2.5, Section 3.6, Section 4.3, Section 4.5, Section 5.5, Section 6, Section 7, Section 8, Section 9, and Section 10 will survive.

SECTION 6: INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership. Subject to the express rights and licenses granted by KnowledgeLake in this Agreement, Partner acknowledges and agrees that: (a) all of KnowledgeLake's Intellectual Property Rights are the sole and exclusive property of KnowledgeLake or its licensors; (b) Partner will not acquire any ownership interest in any of KnowledgeLake's Intellectual Property Rights under this Agreement; (c) any goodwill derived from the use by Partner of KnowledgeLake's Intellectual Property Rights inures to the benefit of KnowledgeLake or its licensors, as the case may be; (d) if Partner acquires any Intellectual Property Rights in or related to the Platform by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to KnowledgeLake or its licensors without further action by either Party; and (e) Partner will use KnowledgeLake's Intellectual Property Rights solely for the purposes of performing its obligations under this Agreement and will identify KnowledgeLake as the owner thereof. Nothing in this Agreement transfers ownership of Partner's pre-existing or independently developed materials, methods, templates, documentation, know-how, or tools, and subsection (d) applies only to improvements, derivative works, or modifications to the Platform and to feedback Partner provides regarding the Platform.

6.2 Prohibited Acts. Partner will not: (a) take any action that may interfere with any of KnowledgeLake's rights in or to KnowledgeLake's Intellectual Property Rights; (b) challenge any right, title, or interest of KnowledgeLake in or to KnowledgeLake's Intellectual Property Rights; (c) register or apply for registration, anywhere in the world, of KnowledgeLake's Intellectual Property Rights or any Intellectual Property Rights similar to or incorporating them, including the name "KnowledgeLake" separately or in conjunction with other words or marks; (d) use any mark, anywhere, that is confusingly similar to the Trademarks; (e) use any Trademark as a corporate name, business name, domain name, or trade name; (f) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Platform or any Trademark; or (g) alter, obscure, or remove any Trademarks or notices of KnowledgeLake's Intellectual Property Rights.

6.3 Notification. Partner will promptly notify KnowledgeLake of: (a) any claim, allegation, or notification that its referral activities may or will infringe the Intellectual Property Rights of any other person or entity; and (b) any determination, discovery, or notification that any person or entity is or may be infringing KnowledgeLake's Intellectual Property Rights. Partner will not take any legal action relating to the protection or defense of any Intellectual Property Rights pertaining to the Platform without KnowledgeLake's prior written approval.

6.4 Confidential Information. During performance of this Agreement, either Party may disclose Confidential Information to the other solely to permit performance of this Agreement. Each Party will protect the other Party's Confidential Information using at least the same degree of care it uses to protect its own Confidential Information, and in no event less than reasonable care, and will not use, disclose, or otherwise exploit any Confidential Information for any purpose not specifically authorized in this Agreement. All files, lists, records, documents, and materials that incorporate or refer to any Confidential Information will be returned or destroyed promptly, at the disclosing Party's option, upon termination of this Agreement.

SECTION 7: WARRANTY DISCLAIMER

7.1 No Warranty to Partner. KnowledgeLake warrants the Platform solely to each Customer under the Cloud Service Subscription Agreement. No warranty is extended to Partner under this Agreement, and Partner will not provide any warranty regarding the Platform to any prospective Customer.

7.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN A CLOUD SERVICE SUBSCRIPTION AGREEMENT WITH A CUSTOMER, THE PLATFORM, THE PARTNER RESOURCES, AND ALL OTHER MATERIALS, SERVICES, OR PRODUCTS PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PARTNER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY KNOWLEDGELAKE, OR ANY OTHER PERSON ON KNOWLEDGELAKE'S BEHALF.

SECTION 8: INDEMNIFICATION AND LIMITATION ON LIABILITY

8.1 Partner Indemnification. Partner will indemnify, defend, and hold harmless KnowledgeLake, and its officers, directors, shareholders, employees, agents, successors, and assigns from and against all costs, expenses, claims, liabilities, demands, causes of action, losses, or damages and all costs and expenses (including attorneys' fees, the costs of enforcing any right to indemnification under this Agreement, and the costs of pursuing any insurance providers) incurred in connection therewith ("Losses"), which are or may be asserted against or incurred in connection with or arising in whole or in part from, or alleged to be in connection with or arising in whole or in part from: (a) any representation, warranty, or commitment made by Partner in contravention of Section 4.2; (b) the breach of any of its obligations under this Agreement; or (c) any negligent or more culpable act or omission of Partner or its employees, agents, or representatives.

8.2 KnowledgeLake Indemnification. KnowledgeLake will indemnify, defend, and hold harmless Partner and its officers, directors, shareholders, and employees, from and against all Losses arising out of a third-party claim alleging that the Platform infringes any third party's U.S. Intellectual Property Rights. If the Platform becomes, or in KnowledgeLake's opinion is likely to become, subject to such a claim, KnowledgeLake may notify Partner in writing to cease all referral, marketing, and promotional activity with respect to the Platform on receipt of notice. Partner will notify KnowledgeLake of third-party claims against Partner and reasonably cooperate in the investigation, settlement, and defense of such claims at its own expense. Notwithstanding anything to the contrary in this Agreement, this Section 8.2 does not apply to any claim or corresponding Losses: (a) for which a sole or exclusive remedy is provided under another Section of this Agreement; (b) resulting from Partner's activities in any manner not authorized under this Agreement; (c) arising from use of the Platform in combination with any other products, materials, or equipment, if the infringement would have been avoided absent the combination; or (d) arising from any modification to the Platform made by or on behalf of any person or entity other than KnowledgeLake.

8.3 Limitation of Liability. EXCEPT FOR BREACHES OF INTELLECTUAL PROPERTY RIGHTS OR THE CONFIDENTIALITY OBLIGATIONS IN THIS AGREEMENT, AND EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 8: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, HOWEVER ARISING AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; AND (B) IN NO EVENT WILL KNOWLEDGELAKE BE LIABLE FOR ANY DAMAGES IN THE AGGREGATE IN EXCESS OF THE LESSER OF \$250,000 OR THE REFERRAL FEES PAID BY KNOWLEDGELAKE TO PARTNER HEREUNDER IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

SECTION 9: GENERAL PROVISIONS

9.1 Notices. All notices required or permitted by this Agreement will be in writing and may be delivered personally, may be sent by nationally recognized overnight courier, may be sent by certified mail, return receipt requested, or may be sent by email to the addresses set forth on the signature page, unless a Party is subsequently notified

of any change of address in accordance with this Section 9.1. Any notice will be deemed to have been received as follows: (a) by personal delivery, upon receipt; (b) by overnight courier, upon the earlier of receipt or two business days following delivery to the courier; (c) by certified mail, five business days after delivery to the U.S. postal authorities; and (d) by email, upon receipt. No notice required or permitted by this Agreement is effective unless given in accordance with this Section 9.1.

9.2 Entire Agreement, Modifications, Amendments; English Language. This Agreement and its exhibits or attachments constitutes the entire understanding and contract between the Parties and supersedes all prior and contemporaneous, oral or written representations, communications, understandings, and agreements between the Parties with respect to the subject matter hereof. This Agreement may not be modified or amended, except by an instrument in writing signed by each Party. Notwithstanding the foregoing, KnowledgeLake may amend these Terms effective as of the commencement of the next Renewal Term by delivering to Partner, at least 90 days prior to the end of the then-current term, written notice of the amendment together with a complete copy of the amended Terms. Partner's sole remedy if it objects to any such amendment is to deliver a notice of non-renewal under Section 5.1. These Terms bear a version number and effective date on their face, and the version in effect on the Effective Date governs unless and until amended in accordance with this Section 9.2. Regardless of any translations made of this Agreement, the English language version will prevail.

9.3 Waivers; Severability. Performance of any Party's obligation may be waived only by a written waiver signed by the other Party, which waiver will be effective only with respect to the specific obligation described therein. The waiver by either Party of a breach of any obligation of the other will not operate or be construed as a waiver of any subsequent breach. If any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the Parties to be severable and independent of any other provision and to be enforced as such.

9.4 Assignment; Change of Control. Partner is granted the rights hereunder because of the commitments and representations Partner is making in this Agreement, and further because of KnowledgeLake's confidence in Partner, which confidence is personal in nature. This Agreement will not be assignable by either Party, except that KnowledgeLake may assign this Agreement in connection with the sale or disposition of the business operations relating to the Platform. Partner may not delegate its duties hereunder without the prior written consent of KnowledgeLake. For purposes of this Section 9.4, a change of control of Partner, including any merger, consolidation, reorganization, or transfer of more than 50% of Partner's voting equity or of all or substantially all of its assets, will be deemed an assignment requiring KnowledgeLake's prior written consent. KnowledgeLake may terminate this Agreement immediately upon written notice if Partner undergoes a change of control in which the acquiring or surviving party is a competitor of KnowledgeLake. Any attempt by Partner to assign any of its rights or delegate any of its duties hereunder without the prior written consent of KnowledgeLake will be null and void.

9.5 Governing Law; Venue. Because the Parties do business in different jurisdictions and because they both wish to ensure that this Agreement is construed in accordance with their intentions, this Agreement will be construed and enforced in accordance with the substantive laws of the State of Missouri as it applies to contracts negotiated, executed, delivered, and performed solely within such jurisdiction. The state and federal courts located in the City of St. Louis in the State of Missouri will have non-exclusive jurisdiction and venue over any action arising from the relationship of the Parties and, by execution of this Agreement, each Party consents to such jurisdiction and venue and waives any and all objections to the propriety of the exercise by such courts of jurisdiction over the Parties.

9.6 Force Majeure. Neither Party will be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, pandemics, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. Force majeure will not apply to or extend either Party's payment obligations hereunder.

9.7 Equitable Remedies. Each Party acknowledges and agrees that a breach or threatened breach of its obligations with regard to the Platform, KnowledgeLake's Intellectual Property Rights, or KnowledgeLake's Confidential Information would give rise to irreparable harm for which monetary damages would not be an adequate remedy, and in the event of such breach or threatened breach, the non-breaching Party will, in addition to any other rights or remedies available at law, at equity, or otherwise, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to prove actual damages or that monetary damages do not afford an adequate remedy.

9.8 No Third-Party Beneficiaries. Except as set forth in Section 8, this Agreement benefits solely the Parties and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

9.9 Relationship of the Parties. The relationship of KnowledgeLake and Partner established by this Agreement is of independent contractors. Nothing in this Agreement will be construed to give either Party the power to direct or control the daily activities of the other Party, or to create a partnership, joint venture, agency, franchise, or employment relationship. KnowledgeLake does not grant Partner the power or authority to make or give any agreement, statement, representation, warranty, or other commitment on behalf of KnowledgeLake, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of KnowledgeLake.

9.10 Marketing and Promotion. Joint sales engagements, conferences, demonstrations, and other presentations are entirely at each Party's discretion. Neither Party is obligated to fund or participate in any marketing activity of the other.

9.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Signature pages may be exchanged by facsimile, email, or other means of electronic transmission.

SECTION 10: PARTNER SECURITY OBLIGATIONS

10.1 Prospect and Customer Data. Any processing by Partner of personal data in connection with this Agreement is governed by KnowledgeLake's Data Processing Agreement in effect on the date KnowledgeLake accepts the applicable order, published with a version number and effective date, with prior versions available on request. Partner will provide prospective Customer contact information to KnowledgeLake only where Partner has a lawful basis to do so and, where required by applicable law, has obtained the necessary consent. Partner will not provide KnowledgeLake with any special category or sensitive personal data.

10.2 No Access to Customer Environments. Partner will not access, and KnowledgeLake will not provide Partner with access to, any Customer production tenant or Customer data within the Platform. Partner has no implementation or support role under this Agreement.

10.3 Security and Incidents. Partner will maintain administrative, technical, and physical safeguards appropriate to protect KnowledgeLake Confidential Information and any prospect or Customer information in its possession. Partner will notify KnowledgeLake without undue delay and in any event within 72 hours after becoming aware of any actual or reasonably suspected unauthorized access to, disclosure of, or loss of such information, and will cooperate fully with KnowledgeLake's investigation and remediation.

10.4 Return of Data. Upon termination or expiration of this Agreement, or upon KnowledgeLake's request, Partner will return or securely delete all KnowledgeLake Confidential Information and all prospect and Customer information received from KnowledgeLake, and certify the same in writing.