

KnowledgeLake Cloud Service Subscription Agreement

This KnowledgeLake Cloud Service Subscription Agreement is entered into by and between KnowledgeLake, Inc. (“**KnowledgeLake**”) and the customer identified in the corresponding **Order Form** (as defined below) referenced in this Agreement (“**Customer**”) and governs the acquisition and use of the KnowledgeLake cloud service (“the **Service**”). KnowledgeLake and Customer are sometimes referred to herein individually as a “**Party**” and together as the “**Parties.**”

This Agreement is effective, and Customer agrees to be bound by its terms upon execution by Customer of the initial Order Form for the KnowledgeLake Cloud Service (“**Agreement Effective Start Date**”).

In addition, any online Order Form which Customer submits via KnowledgeLake’s standard order process and which is accepted by KnowledgeLake shall be deemed to be mutually executed. If the terms of this Agreement are considered an offer, acceptance is expressly limited to such terms.

If this Agreement is on behalf of a company or other legal entity, you represent that you have the authority to enter into such acceptance and to bind such entity and its affiliated users to the terms of this Agreement, in which case references to “you” and “your” in this Agreement shall mean such entity. If you do not have such authority or if you do not agree with the terms of this Agreement, do not accept this Agreement and do not use the Service.

This Agreement applies to the Service specified herein and does not replace or supersede any separate agreement(s) you may have with KnowledgeLake applicable to other KnowledgeLake products and/or services.

This Agreement also governs any free trial for the Service.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

Capitalized terms not otherwise defined elsewhere in this Agreement shall have the following meaning:

“**Administrator(s)**” means a person designated by Customer to have an Account with the authority to utilize the Administrative Console(s) to create and manage Accounts associated with Customer.

“**Administrative Console**” means the functionality within the KnowledgeLake Cloud Service that allows Customer to manage User access, security and other administrative functionality for Accounts and where Customer shall receive updates or notifications for their Accounts and the KnowledgeLake Cloud Service.

“**Agreement**” means this KnowledgeLake Cloud Service Subscription Agreement together with all Order Form(s) and Exhibits which are entered between KnowledgeLake and Customer.

“**API**” means the application-programming interface used by Customer to access certain functionality as provided by KnowledgeLake.

“**KnowledgeLake Reseller**” means an entity that has entered into an agreement with KnowledgeLake that, among other things, authorizes the entity to resell the KnowledgeLake Cloud Service and, if applicable, provide certain services.

“**KnowledgeLake Cloud Service**” means the cloud-based software-as-a-service application provided by KnowledgeLake (including any KnowledgeLake Software) and subscribed to under the Order Form.

“KnowledgeLake Software” means optional software provided by KnowledgeLake for installation on a User’s device or accessed by Users from the Customer’s or User’s software, hardware or other device(s) and that allows a User to use certain functionality in connection with features of the KnowledgeLake Cloud Service.

“Order Form” means the separate executed document(s) under which Customer subscribes to the KnowledgeLake Cloud Service, products or services pursuant to this Agreement and has been agreed to in writing by the Parties or as agreed to between Customer and KnowledgeLake Reseller.

“Subscription Period” means the duration of Customer’s subscription to the KnowledgeLake Cloud Service commencing on the service start date of the Order Form and continuing for the period up to the Service renewal date or end date as specified in the applicable Order Form.

“Support Services” has the meaning set forth in Exhibit A.

“User(s)” means, collectively, any Administrator, or user.

“User Documentation” means KnowledgeLake’s then current published documentation specifying the functionality of the KnowledgeLake Cloud Service that is made generally available by KnowledgeLake to its customers or its users.

2. Grant of License and Restrictions.

Subject to the terms hereof and any applicable user/use limitations, KnowledgeLake grants Customer a personal, non-sublicensable, non-exclusive, right to access and use the Service(s) set forth on the Order Form during the applicable Order Form Term (as defined below), subject to any limitations on the Order Form and only in accordance with KnowledgeLake’s User Documentation. As between the parties, KnowledgeLake retains sole ownership of all Software, Services and rights therein. Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any KnowledgeLake product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures KnowledgeLake may use to measure or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer’s activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service, unless otherwise agreed by the parties in writing. Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Customer (i) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer’s use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (ii) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights. Customer shall not disclose results of any Services benchmark tests or use the Services for purposes of competitive analysis.

3. Implementation

Upon payment of any applicable fees set forth in each Order Form, KnowledgeLake agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form (“Implementation Assistance”). If KnowledgeLake provides Implementation Assistance in excess of any agreed-upon hours estimate, or if KnowledgeLake otherwise provides additional services beyond those agreed in an Order Form, Customer will pay KnowledgeLake at its then-current hourly rates for consultation.

4. Support Levels

KnowledgeLake will provide support Service in accordance with (i) the support package selected by Customer on the applicable Order Form (if any) and (ii) KnowledgeLake’s then-current standard Support the current version of which is set forth on Exhibit A.

5. Support Services

During the term of the Order Form(s), KnowledgeLake will provide to Customer the applicable Support Services. If Customer has not purchased Premier Support, then the Standard Support Services will be provided. All Support Services do not include: (a) physical installation or removal of the KnowledgeLake Software and any User Guides; (b) visits to Customer’s site; (c) any professional services associated with the KnowledgeLake Cloud Service, including, without limitation, any custom development, data modeling, code review and application architecture/infrastructure design; (d) training; or (e) the set-up, configuration and use of the KnowledgeLake Cloud Service.

KnowledgeLake's obligations do not extend to any ongoing test or training instances of the KnowledgeLake Cloud Service provided to Customer or Downtime, Issues or errors that are caused by:

- a) Third party hardware or software;
- b) Use of the KnowledgeLake Cloud Service in violation of the terms of the Agreement; or

Use of the KnowledgeLake Cloud Service other than in accordance with any User Guide or the express instructions of KnowledgeLake.

6. Service Updates

From time to time, KnowledgeLake may provide upgrades, patches, enhancements, or fixes for the Service to its customers generally without additional charge (“Updates”), and such Updates will become part of the Service and subject to this Agreement; provided that KnowledgeLake shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that KnowledgeLake may cease supporting old versions or releases of the Service at any time in its sole discretion; provided that KnowledgeLake shall use commercially reasonable efforts to give Customer sixty (60) days prior notice of any major changes.

7. Ownership; Restrictions; Feedback

As between the parties, KnowledgeLake retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by KnowledgeLake for the purposes of this Agreement, including any copies and

derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) (“Software”) shall be deemed a part of the “Services” and subject to all the terms and conditions of this Agreement. With respect to Software, (i) except for one copy solely for back-up purposes, Customer may possess only the number of copies of Software as has been expressly authorized by KnowledgeLake, (ii) Software may be used in machine-executable code form only, and (iii) Customer will maintain the copyright notice and any other notices that appear on the Software on any copies and any media. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer, at its option may from time to time provide suggestions, comments or other feedback to KnowledgeLake with respect to the Service (“Feedback”). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for KnowledgeLake notwithstanding anything else. Customer shall, and hereby does, grant to KnowledgeLake a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair KnowledgeLake’s right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

8. Fees; Payment

Customer shall pay KnowledgeLake fees for the Service as set forth in each Order Form (“Fees”). Unless otherwise specified in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. Dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (excluding taxes based on KnowledgeLake’s net income). All Fees paid are non-refundable and are not subject to set-off. If Customer exceeds any usage set forth on an Order Form, then (i) KnowledgeLake shall invoice Customer for such additional usage (which KnowledgeLake may do at any time and which shall be payable within thirty (30) days from date of invoice) at KnowledgeLake’s then-current standard rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the Order Form Initial Term or then-current Order Form Renewal Term or from the date the last invoice was issued for excess usage (as applicable), and (ii) if such Order Form Term renews (in accordance with Section 11, such renewal shall include the additional fees for such excess usage. The Service will remain active and available as long as Customer does not have any invoice from KnowledgeLake that is more than 60 days past due.

9. Third Party Services

Customer acknowledges and agrees that the Service operates on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (“Third Party Services”). KnowledgeLake is not responsible for the operation of any Third-Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. KnowledgeLake does not make any representations or warranties with respect to Third Party Services or any third-party providers. Any exchange of data or other interaction between Customer and a third-party provider is solely between Customer and such third party provider and is governed by such third party’s terms and conditions.

10. Customer Data

For purposes of this Agreement, “Customer Data” shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer acknowledges and agrees that the Service is not a long-term storage mechanism and is wholly separate from the storage and archival of Customer Data. Customer is responsible for selecting, licensing, securing, administering, and making available the mechanism(s) that store and archive Customer Data. Customer, not KnowledgeLake, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. KnowledgeLake shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. KnowledgeLake is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to KnowledgeLake’s gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. Customer acknowledges and agrees that Software errors can cause a significant loss of Customer Data, and that KnowledgeLake shall not be responsible for any loss of Customer Data. Customer acknowledges that it is in the best position to select appropriate Software and is solely responsible for such selection of Software and Services to meet Customer’s needs. Customer also acknowledges that it is in the best position to establish reasonable backups, accuracy checks, and security precautions to guard against possible malfunctions, loss of Customer Data, or unauthorized access. Therefore, Customer agrees that it is solely responsible for undertaking any and all such activities necessary to establish and implement procedures for maintaining reasonable backups, accuracy checks, and security precautions to guard against possible malfunctions, loss of Customer Data, or unauthorized access.

11. Term; Termination

11.1 Term of Agreement. This Agreement will commence on the Agreement Start Date and will remain in effect for as long as there is an Order Form in effect (“**Term**”), unless otherwise terminated as provided for in Section 11.3 (Termination for Cause) below.

11.2 Term of Order Form and Renewal. Each Order Form placed under this Agreement will be in effect for a period of one (1) year from the service start date of the Order Form unless otherwise agreed in the Order Form. Thereafter, unless the Agreement is terminated as provided herein, the Order Form(s) will automatically renew for the same period of time as the Subscription Period of the prior Order Form, unless either Party notifies the other Party in writing of its intent not to renew the applicable Order Form(s) at least thirty (30) days’ prior to the end of the then-current Subscription Period of such Order Form(s).

11.3 Termination for Cause. Either Party may terminate this Agreement for cause: (a) upon thirty (30) days’ written notice to the other Party of a material breach of this Agreement if such breach remains uncured after the expiration of such period; or (b) if the other Party becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding.

12. Indemnification

Each party (“Indemnitor”) shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates’ employees, contractors, directors, suppliers and representatives (collectively, the “Indemnitee”) from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys’ fees) (“Losses”), that arise from or relate to any claim that (i) the Customer Data or Customer’s use of the Service (in the case of Customer as Indemnitor), or (ii) the Service (in the case of KnowledgeLake as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor’s indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor’s expense). The foregoing obligations of KnowledgeLake do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by KnowledgeLake (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by KnowledgeLake, (iv) combined with other products, processes or materials not provided by KnowledgeLake (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer’s use of the Service is not strictly in accordance herewith.

13. Warranty Disclaimer

KnowledgeLake warrants that the Service will perform in material conformance with its official published documentation; Customer’s sole remedy, and KnowledgeLake’s sole liability, in the event of a breach of the foregoing warranty shall be for KnowledgeLake to provide support to Customer in accordance with Section 4. EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICE IS 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. CUSTOMER AGREES TO BACKUP DATA AND TAKE OTHER APPROPRIATE MEASURES TO PROTECT ITS PROGRAMS AND DATA. ANY CUSTOMER DATA STORED OR ACCESSED THROUGH THE SERVICE IS DONE SO AT CUSTOMER’S OWN DISCRETION AND RISK, AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICES.

14. Limitation of Liability

EXCEPT FOR (A) THE PARTIES’ INDEMNIFICATION OBLIGATIONS, (B) CUSTOMER’S BREACH OF CONFIDENTIALITY OR BREACH OF OBLIGATIONS IN SECTION 2 OF THIS AGREEMENT, AND (C) CUSTOMER’S GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) 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, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING) OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO KNOWLEDGELAKE HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

15. Miscellaneous

This Agreement represents the entire agreement between Customer and KnowledgeLake with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and KnowledgeLake with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the Missouri state courts located in St Louis County, Missouri or the jurisdiction of the United States District Court for the Eastern District of Missouri. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement (provided further that Customer's rights and obligations may not be assigned to a competitor of KnowledgeLake), and (ii) KnowledgeLake may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

EXHIBIT A

Support Services Commitments

Standard Support Services Response Times	For Customers with Standard Support Services, KnowledgeLake will use commercially reasonable efforts to meet the following target response times during the hours/days, as outlined below.	
	Support Response Time	7:00 AM – 7:00 PM Central Time Monday – Friday
	Support Language	English
	Support Access Method	Phone/Web/Email
	Support Response Method	Phone/Web/Email
	Number of Support Requests	Unlimited
Premier Support Services Response Times	For Customers who have purchased 24x7 Premier Support, KnowledgeLake will respond in accordance with the response times below. *A 15% annual investment will apply based upon annual subscription cost*.	
	Support Response	24 Hours/Day 365 days/year
	Support Language	English
	Support Access Method	Phone/Web/Email
	Support Response Method	Phone/Web/Email
	Number of Support Requests	Unlimited
	Level 1 – Urgent	Within 2 hours
	Level 2 – High	Within 4 hours
	Level 3 – Normal	Within 4 hours