

# KnowledgeLake Partner Reseller Terms and Conditions

THESE PARTNER RESELLER TERMS AND CONDITIONS (these “**Terms**”) apply to the partner reseller entering the KnowledgeLake Partner Reseller Agreement between KnowledgeLake, Inc., a Missouri corporation (“**KnowledgeLake**”) and the partner reseller (“**Reseller**”) set forth on the signature page to such agreement (together with these Terms, the “**Agreement**”). Each KnowledgeLake and Reseller 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.** Reseller assures KnowledgeLake that it has the facilities, personnel, and technical expertise to promote, install, configure, and service the Platform for End Users (defined below); and
- C.** Reseller wishes to become, and KnowledgeLake is willing to appoint Reseller as, a nonexclusive reseller of the Platform to End Users and grant Reseller a limited license to use KnowledgeLake’s online Partner Portal (defined below).

KnowledgeLake and Reseller, 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 End User 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** “**End User**” means any person or entity that purchases or licenses the Platform 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, whether or not Trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, web sites, and uniform resource locaters; (d) any work of authorship, regardless of copyright ability, 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 Portal**” means the KnowledgeLake owned and operated partner portal, as may be updated or modified from time to time in KnowledgeLake’s sole discretion, that permits authorized resellers to access support from KnowledgeLake as a Reseller of the Platform, which may include, the Platform pricing, learning management tutorials and tools, joint business plans, promotional materials, registration of End User leads, receipt of potential End User leads, or demonstration versions of the Platform.
- 1.6** “**Sales Territory**” means the geographic territory in which Reseller may resell the Platform as set forth in the Agreement.
- 1.7** “**Trademarks**” means all rights in an 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: RESELLER APPOINTMENT

- 2.1 Nonexclusive Reseller Appointment.** KnowledgeLake hereby appoints Reseller, and Reseller hereby accepts the appointment to act as a nonexclusive reseller of the Platform to End Users 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 Reseller for any loss of profits or other damage that Reseller may suffer from any other sales or appointments.
- 2.2 Limited License to Partner Portal.** KnowledgeLake hereby grants to Reseller and Reseller hereby accepts, subject to the terms and conditions hereof, a nonexclusive, revocable, nontransferable, limited license to access and use the Partner Portal during the Term. Except as otherwise expressly provided in the Agreement, (a) KnowledgeLake has and will retain sole control over the operation, provision, maintenance, and management of the Platform and the Partner Portal; and (b) Reseller has and will retain sole responsibility for all access to and use of the Partner Portal by any person or entity by or through Reseller's systems or any other means controlled by Reseller.
- 2.3 Trademarks License.** KnowledgeLake hereby grants to Reseller, and Reseller hereby accepts, subject to the terms and conditions hereof and prior written approval of each use, a nonexclusive, revocable, nontransferable limited license to use and display the Trademarks solely in connection with and solely to the extent reasonably necessary for the promotional efforts, distribution, and support of the Platform within the Sales Territory during the Term. Reseller will market, distribute, and support the Platform only under the Trademarks, and not any other trademark or logo. Reseller will promptly discontinue the display or use of any Trademark or change the way a Trademark is displayed or used upon KnowledgeLake's request. Any misuse of the Trademarks by Reseller will constitute a material breach of the Agreement.
- 2.4 Reserved Rights.** All rights not specifically granted to Reseller hereunder are reserved by KnowledgeLake. Except for the appointment as a nonexclusive Reseller and the limited license for the Partner Portal granted by the Agreement, KnowledgeLake does not convey any Intellectual Property Rights to Reseller.
- 2.5 Benefits.** Reseller's sole and exclusive benefit under the Agreement will be any amounts Reseller collects for the subscription of the Platform to End Users in excess of KnowledgeLake's then-current price for the Platform to End Users. Except as may be expressly set forth in the Agreement, Reseller will not be entitled to any other commission, fee, charge, or other compensation or remuneration under the Agreement.

## SECTION 3: THE PLATFORM

- 3.1 Sales Order.** Reseller will submit a sales order through the Partner Portal for each End User ("**Sales Order**"). The Sales Order will set forth all information requested by KnowledgeLake in the Partner Portal in order to provision a cloud tenant for Reseller applicable to such End User, including, without limitation, the subscription type, document quantity. KnowledgeLake's pricing, Reseller's price, and cost to Reseller. All terms and conditions in a Sales Order that are inconsistent, in conflict with, different from, or in addition to, the terms set forth in the Agreement are null and void.
- 3.2 Price.** Reseller will resell the Platform to End User at such price as Reseller determines in its sole discretion. For each End User subscription of the Platform Reseller generates, Reseller must pay KnowledgeLake the price set forth in the Partner Portal in effect at the time the Sales Order is received by KnowledgeLake. All pricing is subject to change at the sole discretion of KnowledgeLake. All prices are exclusive of, and Reseller is solely responsible for, all sales, use, excise taxes, and any other similar taxes, duties, and charges of any kind, except for taxes imposed on, or regarding KnowledgeLake's income, revenue, or real or personal property.
- 3.3 Payment.** Reseller will make available an invoice for Reseller no later than the provision of the applicable cloud tenant. Reseller will pay all invoiced amounts in U.S. Dollars no later than 30 days following the invoice date in accordance with the payment terms set forth in the Partner Portal. Reseller is responsible for all credit risks regarding, and for collecting payment from, End Users, whether Reseller has made payment to KnowledgeLake for the Platform. Reseller's inability to collect payment from End Users does not affect Reseller's obligation to pay KnowledgeLake. Reseller will pay interest on all late payments, calculated monthly at the lesser rate of 1/2% per month or the maximum amount permitted under applicable law. Reseller does not have a right of setoff, deductions, recoupment, or withholding of any kind for amounts owed or payable under the Agreement.

**3.4 Registered Accounts.** Reseller may register in the Partner Portal any End User with which it already has an existing relationship or sales process in place. If neither KnowledgeLake nor another KnowledgeLake reseller is already actively engaged with such End User, KnowledgeLake will treat the account as a “**Registered Account**” of Reseller. KnowledgeLake will not knowingly license the Platform directly to the Registered Account, unless requested to do so in writing by the Registered Account, until the earlier of the applicable could tenant provisioned for such End User or 90 days from the date of registration. KnowledgeLake cannot restrict the Registered Account from seeking competitive pricing from other KnowledgeLake resellers. If the Registered Account purchases the Platform from another KnowledgeLake reseller, KnowledgeLake will have no obligation to the registering reseller.

**3.5 KnowledgeLake Determination of Content.** KnowledgeLake reserves the right at any time without liability or prior notice to: (a) determine the contents of the Platform and the Partner Portal, including specifications, features, and functions, as well as any documentation or related materials; (b) discontinue distribution of any or all of the Platform in some or all markets or through some or all channels of distribution; (c) change or terminate any of the specifications, features, or functions of the Platform; or (d) change or terminate the level or type of support or service that KnowledgeLake makes available for each Product. Any change or discontinuance of the Platform or the Partner Portal will be indicated by an addition to or deletion from the KnowledgeLake pricing guide or a notice in the Partner Portal. 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: RESELLER WARRANTIES AND OBLIGATIONS**

**4.1 Sale to End Users.** Reseller will resell the Platform only to End Users in the Sales Territory during the Term and Reseller must ensure that each End User agrees to the terms of the Cloud Services Subscription Agreement. Reseller will at all times during the Term comply fully with all of Reseller’s obligations set forth in the Agreement. Reseller’s failure to comply with any such obligations is a material breach of the Agreement.

**4.2 Permits.** Reseller will, at its own expense, obtain and maintain required certifications, credentials, licenses, and permits necessary to resell the Platform and conduct business in accordance with the Agreement (“**Permits**”), including without limitation, the approvals required for the payment and remittance of all amounts payable to KnowledgeLake as provided in the Agreement. [Upon KnowledgeLake’s request,] Reseller will provide true and complete copies of all Permits and any filings or correspondence with governmental entities in connection with such Permits.

**4.3 Promotional Efforts.** Reseller will use its best efforts at its own expense to: (a) promote and market the Platform to End Users in the Sales Territory to maximize the sales volume of the Platform consistent with good business practice; (b) develop and execute a marketing plan sufficient to fulfill its obligations under the Agreement; (c) make full use of any promotional material available in the Partner Portal; (d) have sufficient knowledge of the industry and competitive products to be able to explain in detail to End Users the differences between the Platform and other competing products; (e) observe all of KnowledgeLake’s directions and instructions related to marketing, advertisement, and promotion of the Platform; (f) identify to End User during any contact Reseller’s full legal name and trade name if applicable; and (g) market, advertise, promote, and resell the Platform and conduct business in a manner that reflects favorably at all times on the Platform and the good name, goodwill, and reputation of KnowledgeLake. Subject to the Agreement, Reseller will be entitled to advertise the Platform in advertising media of Reseller’s choice.

**4.4 End User Support.** Reseller will provide End Users with information, training, technical support, and other assistance appropriate for the use of the Platform and in accordance with the support policies and training set forth in the Partner Portal. KnowledgeLake will not be obligated to provide any support or assistance directly to End Users under Reseller, unless mutually agreed upon on a case-by-case basis, or if requested directly by the End User.

**4.5 Records and Audit Rights.** Reseller will use its best efforts at its own expense to: (a) submit to the Partner Portal complete and accurate information on leads for potential End Users and all End Users; (b) maintain complete and accurate records and accounts of all transactions and activities covered by the Agreement; and (c) promptly notify KnowledgeLake of, address and investigate, any complaint about the Platform or its use of which Reseller becomes aware. Reseller will maintain such records during the Term and for a period of three years thereafter. KnowledgeLake or its agent, upon at least 10 days’ prior notice to Reseller, during normal business hours may audit Reseller’s books and records to verify compliance with the Agreement.

**4.6 Prohibitions.** Notwithstanding anything to the contrary in this Agreement, Reseller will not: (a) make any representations, warranties, guarantees, indemnities, similar claims, or other commitments actually or apparently on behalf of KnowledgeLake or to any End User regarding the Platform which are additional to or inconsistent with the then-existing warranties provided by KnowledgeLake directly to End Users; (b) engage in unfair, competitive, misleading, or deceptive practices respecting KnowledgeLake, Trademarks, the Platform, or the Partner Portal, including disparagement; (c) separate any parts of the

Platform or remove, translate, or modify the contents or documentation related to the Platform, including without limitation the Cloud Services Subscription Agreement or any warranty statements; (d) sell or offer to sell the Platform other than as authorized by KnowledgeLake; (e) sell, either directly or indirectly, or assign or transfer, the Platform to any person or entity Reseller knows or has reason to suspect may resell the Platform to a third party; (f) promote, market, sell, or distribute the Platform using promotional material or information not provided by or approved in writing by KnowledgeLake; (g) post any prices on any website or make any sales over the internet; (h) recommend or offer for sale the Platform for any unsuitable application or for any application not authorized by KnowledgeLake; (i) name KnowledgeLake in any press release or statement to the general public without the prior written consent of KnowledgeLake.

**4.7 Insurance.** During the Term, Reseller will, at its own expense, maintain and carry in full force and effect appropriate levels of insurance coverage with financially sound and reputable insurers to fulfill its indemnification obligations under this Agreement.

**4.8 Compliance with Laws.** Reseller is now in compliance and will at all times during the Term comply with all applicable laws and regulations in performing its duties hereunder and in any of its dealings with respect to the Platform, including, without limitation, those laws in the Sales Territory applicable to Reseller's marketing, sale, collection of payment, and support related to the Platform. Without limiting the generality of the foregoing, Reseller will comply with all applicable provisions of the Export Administration Regulations, 15 C.F.R. Parts 730-774, as amended from time to time, with respect to the resale of the Platform. Reseller will not export, re-export, transmit, transship, make available, or disclose the Platform in violation of U.S. law or regulation.

**4.9 Warranties.** Reseller 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, to grant the licenses granted under this Agreement, and to perform its obligations under this Agreement; (d) it is legally qualified in the Sales Territory to market, sell, and support the Platform; (e) its signatory to this Agreement is its authorized legal representative, who has full authority to execute this Agreement on behalf of Reseller and to bind Reseller hereby; (f) when executed and delivered by each of KnowledgeLake and Reseller, this Agreement will constitute the legal, valid, and binding obligation of Reseller, enforceable against Reseller in accordance with its terms; (g) all approvals of, and all filings and registrations with, governmental entities or other parties necessary for Reseller to enter into this Agreement and exercise and perform hereunder have been obtained or made, as the case may be, and are in full force and effect; and (h) it is in compliance with all laws applicable to the operation of its business and its performance of its obligations under this Agreement.

## 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.** Reseller 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 Reseller's rights hereunder upon written notice to Reseller if Reseller fails to pay any amount when due under this Agreement and the failure continues for 30 days or Reseller breaches its obligations regarding KnowledgeLake's Intellectual Property Rights or Confidential Information.

- 5.5 Consequences and Survival.** Upon termination or expiration of this Agreement: (a) Reseller's appointment as a reseller and the licenses KnowledgeLake granted to Reseller herein will immediately terminate; (b) Reseller will discontinue all further promotion, marketing, and support of the Platform; (c) Reseller will provide updated and accurate contact information for each End User connected to Reseller; (d) Reseller will cease all display, advertising, and use of all KnowledgeLake Intellectual Property Rights; and (e) Reseller 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. Upon termination of this Agreement, the due date of all outstanding invoices will automatically be accelerated, and all such invoices will become due and payable no later than 15 days following the termination. The rights of termination as provided herein, are absolute and the Parties recognize that the termination or expiration of this Agreement may result in loss or damage to either Party, but nevertheless, neither Party will be liable to the other by reason of any loss or damage resulting from the termination of this Agreement by the other whether for cause or without cause. RESELLER EXPRESSLY WAIVES ANY RIGHT OR ENTITLEMENT TO STATUTORY OR SIMILAR DAMAGES UNDER THE LAWS OF THE SALES TERRITORY RELATING TO, CAUSED BY, OR ARISING OUT OF, THE NON-RENEWAL, EXPIRATION, OR OTHER TERMINATION OF THIS AGREEMENT FOR ANY REASON, WHATSOEVER. Notwithstanding any expiration or termination of this Agreement, Section 1, Section 3.3, Section 2.4, Section 4.5, Section 4.6, Section 4.7, Section 7.2, Section 6, Section 5.5, Section 8.1, Section 8.3, and Section 9 will survive.

## SECTION 6: INTELLECTUAL PROPERTY RIGHTS

- 6.1 Ownership.** Subject to the express rights and licenses granted by KnowledgeLake in this Agreement, Reseller acknowledges and agrees that: (a) all and all of KnowledgeLake's Intellectual Property Rights are the sole and exclusive property of KnowledgeLake or its licensors; (b) Reseller 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 Reseller of KnowledgeLake's Intellectual Property Rights inures to the benefit of KnowledgeLake or its licensors, as the case may be; (d) if Reseller acquires any Intellectual Property Rights in or related to any product or service under this Agreement, including the Platform or the Partner Portal, by operation or law or otherwise, these rights are deemed and are hereby irrevocably assigned to KnowledgeLake or its licensors, as the case may be, without further action by either Party; and (e) Reseller will use KnowledgeLake's Intellectual Property Rights solely for the purposes of performing its obligations under this Agreement, only in accordance with this Agreement and KnowledgeLake's instructions, and will identify KnowledgeLake as the owner thereof.
- 6.2 Prohibited Acts.** Reseller will not: (a) take any action that may interfere with any of KnowledgeLake's rights in or to KnowledgeLake's Intellectual Property Rights, including KnowledgeLake's ownership or exercise thereof; (b) challenge any right, title, or interest of KnowledgeLake in or to KnowledgeLake's Intellectual Property Rights; (c) make any claim or take any action adverse to KnowledgeLake's ownership of KnowledgeLake's Intellectual Property Rights; (d) register or apply for registrations, anywhere in the world, for KnowledgeLake's Intellectual Property Rights or any other Intellectual Property Rights that are similar to or that incorporate KnowledgeLake's Intellectual Property Rights in whole or in similar part; (e) use any mark, anywhere, that is confusingly similar to the Trademarks; (f) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Platform or the Partner Portal or any Trademark; (g) alter, obscure, or remove any Trademarks or notices of KnowledgeLake's Intellectual Property Rights placed on the Platform, Partner Portal, any products or services under this Agreement, any marketing or promotional materials, or other materials that KnowledgeLake may provide; or (h) copy, reverse engineer, disassemble, decompile, translate, or modify the Platform, grant any other person or entity the right to do so, or provide assistance in connection therewith.
- 6.3 Notification.** Reseller will promptly notify KnowledgeLake of: (a) any claims, allegations, or notification that its marketing, licensing, support, or service of the Platform 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. In connection with such notification, Reseller will provide KnowledgeLake with all documents, materials, and evidence related to such claims, allegations, or notification. Reseller 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, KnowledgeLake may disclose certain Confidential Information to Reseller solely to permit Reseller to perform its obligations under this Agreement. Reseller will use its best efforts to maintain the secrecy of all such Confidential Information. Reseller will not use, disclose, or otherwise exploit any Confidential Information for any purpose not specifically authorized by KnowledgeLake in this Agreement.

## SECTION 7: WARRANTY AND WARRANTY DISCLAIMER

- 7.1 KnowledgeLake's Warranty to End User.** KnowledgeLake warrants to each End User under the Cloud Service Subscription Agreement that during the Term the Platform will perform in material conformance with KnowledgeLake's official published

documentation for the Platform (the "**Limited Warranty**"). End User's sole remedy, and KnowledgeLake's sole liability, in the event of a breach of the Limited Warranty will be for KnowledgeLake or Reseller, as applicable to provide support to End User in accordance with the applicable support set forth under the Cloud Services Subscription Agreement. No warranty is extended to Reseller under this Agreement. Reseller will not provide any warranty regarding the Platform to End User other than the KnowledgeLake warranty set forth in this Section 7.1.

**7.2 Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY TO END USER, THE PLATFORM, THE PARTNER PORTAL, 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. RESELLER AGREES TO BACKUP DATA AND TAKE OTHER APPROPRIATE MEASURES TO PROTECT ITS PROGRAMS AND DATA. ANY RESELLER DATA STORED OR ACCESSED THROUGH THE PARTNER PORTAL OR THE PLATFORM IS DONE AT RESELLER'S OWN DISCRETION AND RISK, AND RESELLER WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OF DATA THAT RESULTS FROM THE USE OF THE PARTNER PORTAL OR THE PLATFORM. RESELLER 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 Reseller Indemnification.** Reseller 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) the subscription, purchase, or use of the Platform by any person or entity directly or indirectly through Reseller, (b) the breach of any of its obligations under this Agreement; or (c) any negligent or more culpable act or omission of Reseller or its employees, agents, or representatives.

**8.2 KnowledgeLake Indemnification.** KnowledgeLake will indemnify, defend, and hold harmless Reseller 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 a third party claim that qualifies for intellectual property indemnification under this Section 8.2, KnowledgeLake will, at its sole option and expense, notify Reseller in writing to cease using, reselling, marketing, advertising, or promoting the Platform on receipt of notice. Reseller will notify KnowledgeLake of third-party claims against Reseller and reasonably cooperate in the investigation, settlement, and defense of such claims at its own expense. KnowledgeLake will have no obligation to Reseller with respect to any infringement involving or concerning the Platform except as stated in this Section 8.2. 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) result from Reseller's marketing, advertising, promotion, or sale of the Platform under this Agreement in any manner not otherwise authorized under this Agreement; (c) use of the Platform in combination with any other products, materials, or equipment, if the infringement would have been avoided if no combination had been made; or (d) any modifications or changes made to the Platform by or on behalf of any person or entity other than KnowledgeLake.

**8.3 Limitation of Liability.** IN NO EVENT WILL KNOWLEDGELAKE, NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT: (A) 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 AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; OR (B) FOR ANY DAMAGES IN THE AGGREGATE IN EXCESS OF THE LESSER OF \$250,000, OR THE FEES PAID BY RESELLER TO KNOWLEDGELAKE 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, or may be sent by certified mail, return receipt requested, 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 **Error! Reference source not found.** 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, 5 business days after delivery to the U.S. postal authorities; and (d) by email, upon receipt. KnowledgeLake may also provide notice through the Partner Portal and such notice will be deemed to have been received when Reseller opens or views such notice.

- 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. The Parties acknowledge and agree that neither of the Parties is entering into this Agreement based on any representations or promises not expressly contained herein. This Agreement may not be modified or amended, except by an instrument in writing signed by each Party. Regardless of any translations made of this Agreement, the English language version will prevail over any such translated versions. Notwithstanding any language spoken in the Sales Territory, the language of communication between KnowledgeLake and Reseller will be English. Reseller will, always, have at least one senior manager who speaks English fluently.
- 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 of the same provision or any other provision of this Agreement. 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. Without limiting the foregoing, it is expressly understood and agreed that each and every 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.** Reseller is granted the rights hereunder because of the commitments and representations Reseller is making in this Agreement, and further because of KnowledgeLake's confidence in Reseller, 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. Reseller may not delegate its duties hereunder, including appointing sub distributors, without the prior written consent of KnowledgeLake. Any attempt by Reseller 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 application of the United Nations Convention on Agreements for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods to this Agreement are expressly excluded. The state and federal courts located in the City of St. Louis in the State of Missouri will have 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 (a "**Force Majeure**"), 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. In the event of a delay in delivery due to Force Majeure, KnowledgeLake may defer the delivery date for a period equal to the time of such delay. Force Majeure will not apply to or extend Reseller's payment obligations hereunder.
- 9.7 Equitable Remedies.** Reseller acknowledges and agrees that a breach or threatened breach of its obligations with regard to the Platform, the Partner Portal, 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, KnowledgeLake will, in addition to any other rights or remedies available at law, at equity, or otherwise with respect to such breach, 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. Reseller agrees that it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in each case consistent with the terms of this Section 9.7.

- 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 Reseller established by this Agreement is of licensor and reseller, each an independent entity. Nothing in this Agreement will be construed to give either Party the power to direct or control the daily activities of the other Party. KnowledgeLake does not grant Reseller 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, or to transfer, release, or waive any right, title, or interest of KnowledgeLake.
- 9.10 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.