



THIS KNOWLEDGELAKE REFERRAL AGREEMENT

1. PURPOSE OF THE AGREEMENT:

The purpose of this agreement is to provide the opportunity for partners to refer prospective customers to KnowledgeLake for the purpose of marketing, selling, and delivering a solution on behalf of the partner. It is the intent of KnowledgeLake and Partner to pursue customer opportunities jointly with the desired outcome of KnowledgeLake software as a service being licensed directly through KnowledgeLake. Referral opportunities meeting the minimum requirements set forth in this agreement, approved by KnowledgeLake, and resulting in a transacted sale, are eligible for a referral fee.

2. REFERRAL PROCESS AND REFERRAL FEES:

- 2.1 Partner will be responsible for identifying prospective customer opportunities and registering those with KnowledgeLake.
- 2.2 Opportunities eligible for registration include both new KnowledgeLake customers (no previous KnowledgeLake software or subscription licenses) and existing KnowledgeLake customers whereby the Partner directly influences and registers the opportunity.
- 2.3 ALL transactions eligible for referral fees must represent a minimum annual contract value of \$30,000 (retail cost) in new software subscription licenses.
- 2.4 Partners must register the opportunity/s in writing, using the Partner Portal for Customer Lead Registration and receive approval from KnowledgeLake to qualify for a referral fee.
- 2.5 KnowledgeLake will allow ONLY one registration per opportunity and pay ONLY one referral fee per transaction. KnowledgeLake reserves the right to deny the registration of an opportunity whereby KnowledgeLake is already directly engaged with the prospect and/or the opportunity has been previously registered by another KnowledgeLake partner.
- 2.6 Registered KnowledgeLake opportunities expire after 90 days from the date of registration. Should the customer fail to purchase KnowledgeLake software licenses within the 90-day period, opportunities may be re-registered for an additional 90 days at the sole discretion of KnowledgeLake.
- 2.7 It is understood and agreed that KnowledgeLake will be responsible for managing all aspects of the sale, delivery, and configuration of KnowledgeLake software to the client.
- 2.8 KnowledgeLake will also be responsible for the on-going support of the software including first line of support for all KnowledgeLake software related inquiries.

3. KNOWLEDGELAKE REFERRAL FEE OBLIGATIONS:



3.1 KnowledgeLake will pay to Partner a referral fee of 10% of the net software subscription license revenue for the first year received by KnowledgeLake from the customer for the software. The referral fee will be paid to Partner within 30 days after the payment from the customer is received by KnowledgeLake.

4. RESTRICTIONS

4.1 Partner will not make any promises, representations or warranties about or on behalf of KnowledgeLake, the software, KnowledgeLake's other products or services, nor will KnowledgeLake be bound by any such statements. Notwithstanding anything to the contrary, KnowledgeLake shall not be bound by any term, condition, or other provision in any agreement between KnowledgeLake and any customer in any purchase order or similar document of either such party.

5. CONFIDENTIAL INFORMATION

5.1 During the course of performance of this Agreement, KnowledgeLake may disclose certain Confidential Information to the Partner solely to permit Partner to perform its obligations under this Agreement. Partner shall use its best efforts to maintain the secrecy of all such Confidential Information. Partner shall refrain from using, disclosing, or otherwise exploiting any Confidential Information for any purpose not specifically authorized by KnowledgeLake in this Agreement. All files, lists, records, documents, drawings, specifications, equipment, and computer programs that incorporate or refer to any Confidential Information shall be returned or destroyed promptly, at KnowledgeLake's option, upon termination of this Agreement.

6. TRADEMARKS

6.1 Subject to Partner's compliance with KnowledgeLake's standard cooperative advertising policies and pre-approval by KnowledgeLake, KnowledgeLake hereby grants to Partner a limited, non-exclusive, revocable, non-transferable license to use and display the Trademarks solely in connection with and solely to the extent reasonably necessary for the marketing, distribution, and support of the Products within the sales territory in accordance with the terms and conditions of this Agreement. Partner shall market, distribute, and support the Products only under the Trademarks, and not any other trademark or logo. Partner shall (1) not make intentionally false or misleading representations with regard to KnowledgeLake or the Products; and (2) refrain from making any representations, warranties, or guarantees to End-Users or to the trade with respect to the Products that are inconsistent with the literature distributed by KnowledgeLake, including all warranties and disclaimers contained in such literature.

6.2 Upon the expiration or termination of this Agreement for any reason whatsoever, the foregoing license will terminate automatically. Any misuse of the Trademarks by Partner shall constitute a material breach of this Agreement. In addition, upon expiration or termination of this Agreement, Partner shall return or destroy, at KnowledgeLake's option, all material using the Trademarks.

6.3 Partner acknowledges that KnowledgeLake is the sole owner of all right, title and interest in and to the Trademarks, that such Trademarks shall remain the exclusive and sole property of KnowledgeLake, that all use of the Trademarks by Partner shall inure to the benefit of KnowledgeLake, and agrees not to use such



Trademarks except as otherwise permitted in this Section 6. Partner shall not register or seek registration of any trade name with any governmental agency in the sales territory or elsewhere. Moreover, Partner shall not register or seek registration of any trademark or service mark used or claimed by KnowledgeLake or the name "KnowledgeLake", either separately or in conjunction with other words or marks, or any other trademark, trade name or service mark that may be deceptively similar to those of KnowledgeLake. Partner further agrees that it will not use any Trademark: (a) as a corporate name, business name, domain name or trade name, (b) in a manner that would reasonably be expected to impair materially the validity, reputation, or distinctiveness of any of the Trademarks, or (c) in a manner that would reasonably be expected to impair materially KnowledgeLake's reputation. Partner also agrees that it will not challenge or diminish any of KnowledgeLake's rights in the Trademarks.

- 6.4 When using the Trademarks, Partner shall identify KnowledgeLake as the owner thereof and Partner shall strictly comply with all instructions of KnowledgeLake with respect to the use and advertising of the Trademarks.
- 6.5 Partner shall indemnify KnowledgeLake and reimburse KnowledgeLake in full for any and all costs and expenses (including reasonable attorneys' fees and costs) incurred by KnowledgeLake in construing or enforcing this Section 6.

7. MARKETING AND PROMOTION

Joint sales engagements, conferences, demonstrations, and other presentations shall be entirely at that party's discretion.

8. TERM AND TERMINATION

Term. This Agreement shall commence on the Effective Date and shall continue for a term of twelve months. Any party wishing to extend the agreement shall provide written notice to the other party at least sixty (60) days prior to the expiration of the then-current term. For the avoidance of doubt, the parties acknowledge that there is no obligation whatsoever to renew or extend this Agreement after the initial one year term or any extension of the term.

- 8.1 Voluntary Termination at Will. 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 30 days prior to the effective date of such termination.

9. INDEMNIFICATION

Each Party represents and warrants that it has sufficient right, authority, title or interest in its products and services to enter into and perform this Agreement.

Each Party shall indemnify the other Party against any and all third party claims, costs, expenses (including reasonable attorney's fees and expenses), losses and liabilities, claimed by third parties, arising out of its Products and/or Services referenced in this Agreement, except to the extent such claims arise out of



representations made by the Indemnitee which are not expressly authorized by this Agreement, or representations that are not made by the Indemnitor. This indemnification is contingent upon Indemnitor's right to control the defense of the litigation, Indemnitee's cooperation and taking such actions as Indemnitor reasonably requests at Indemnitor's expense, and Indemnitee's giving Indemnitor prompt written notice of any such claim.

If either Party has an action filed against it which includes a claim involving the other Party or its Products, that Party shall promptly notify the other Party of such action.

10. LIMITATION OF LIABILITY

EXCEPT FOR BREACHES OF INTELLECTUAL PROPERTY RIGHTS OR THE CONFIDENTIALITY OBLIGATIONS IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS), EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, THE LIMITATIONS IN THIS PARAGRAPH SHALL APPLY TO ALL CLAIMS OF EVERY NATURE, KIND AND DESCRIPTION WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT.