

KNOWBE4, LLC Service Agreement

This KNOWBE4, LLC Service Agreement (this "Agreement") is by and between KNOWBE4, LLC ("KNOWBE4"), and you. This Agreement sets forth the terms and conditions pursuant to which KNOWBE4 will provide you with Vulnerability Security Scanning Services, along with all other services for which you subscribe (collectively, "Services").

1. Term of Agreement.

The term of this Agreement shall begin on the date you order KNOWBE4's Services by entering into a service order, Quote/Order or other similar purchase order (each, a "Service Order"), and shall continue in full force and effect while any such Service Order remains in effect and/or while KNOWBE4 continues to provide you any such Services.

2. Your Obligations.

During the term of this Agreement you shall: (a) comply with all state and federal laws, rules, regulation and tariffs regarding any specific applications and use of the KNOWBE4's Services; (b) not create or activate duplicate accounts; (c) pay all sales or use taxes as billed by KNOWBE4; and (d) pay all other local, state or federal taxes arising out of your use of Services (excluding any income taxes) and provide KNOWBE4 with written proof of payment upon request. If you fail to pay any such taxes, KNOWBE4 may at its option, pay the applicable taxes, charges and fees, and you will reimburse KNOWBE4 for those payments.

3. Your Payment Obligations.

You shall be billed the fees for KNOWBE4's Services based on the payment option set forth in the Service Order or otherwise approved at the time of your initial on-line sign up with KNOWBE4. If your credit card is not valid, in the event you are paying by credit card, or if payment is not made for any reason, then you will be considered in default under this Agreement. If any payment due to KNOWBE4 under this Agreement is not paid when due, then, in addition to any accrued and unpaid fees, you shall pay interest on the past due amount on a daily basis from the due date until the date paid at a rate equal to the lesser of 1.5% per month or the maximum rate allowed by law. You shall also pay KNOWBE4 all collection expenses incurred by KNOWBE4, including costs and reasonable attorneys' fees, whether or not KNOWBE4 is required to commence formal legal action under this Agreement.

4. Terms and Conditions for KNOWBE4 Vulnerability Security Scanning Services.

The following terms and conditions shall apply only to the extent you, as part of the Services, subscribe to KNOWBE4's vulnerability security scanning Services. In such an event, you must comply with the following additional terms and conditions:

a Necessary Consents. Prior to being approved for KNOWBE4's vulnerability security scanning Services, you must obtain all consents necessary to give KNOWBE4, and its assigns, the right or license to access, use and/or modify (including the creation of derivative works) the hardware, software, and other products in your use, without violating any other party's patent, copyright, or other ownership or license rights (the "Necessary Consents"). Upon KNOWBE4's request, you shall provide such Necessary Consents to KNOWBE4. Your failure to provide any of the Necessary Consents shall be a breach of this Agreement.

b Authorization to Perform Vulnerability Security Scanning Services. You authorize and grant access to KNOWBE4 to perform the vulnerability security scanning Services on your computer systems. You are

solely responsible for ensuring compliance with any applicable laws and regulations relating to the vulnerability security scanning Services.

c Risks.

1. Vulnerability security scans are performed by KNOWBE4 to test your computer system's compliance with certain published security standards and to uncover security weaknesses within your computer system. The exploitation of a vulnerability and/or intrusion into your computer system (including the extraction of data) may be necessary to verify a security vulnerability in your computer system. As a result, you acknowledge that vulnerability security scans pose certain risks to your computer system. YOU HEREBY WAIVE ANY COSTS, DAMAGES, OR EXPENSES ASSOCIATED WITH THESE RISKS AND HOLD KNOWBE4 HARMLESS WITH RESPECT TO SUCH COSTS, DAMAGES, OR EXPENSES.

2. Without limiting the foregoing, you agree to the following: (i) the generation of excessive log messages (causing excessive log file disk space usage); (ii) temporary degradation of the performance of your computer system, routers, and firewalls; (iii) temporary alteration of your data resulting from the probing of your computer system's vulnerabilities; (iv) temporary hanging or crashing of your computer system; (v) disclosure of your vulnerability security scans to third parties if required by law; (vi) your sole liability for any and all risks, including the consequences of a system failure, caused by KNOWBE4's vulnerability security scans; (vii) the triggering of your computer system's alarms during the vulnerability security scans; (viii) the interception of your computer system's Internet traffic during the vulnerability security scans; and (ix) the waiving of any service level agreement rights or remedies during the vulnerability security scans.

3. You further represent that you have all Necessary Consents and Third Party Consents (as defined in Section 6(d) below) to permit KNOWBE4 to perform the vulnerability security scans.

d Third Party Consents. If the computer system to be tested by KNOWBE4 is owned by a third party, then you agree, prior to the commencement of such Services by KNOWBE4, to do the following:

1. obtain a signed consent from the third party owner authorizing KNOWBE4's vulnerability security scan of their computer system and their acceptance of the terms and conditions of this Agreement (the "Third Party Consents");

2. obtain and ensure the third party owner's compliance with all of KNOWBE4's requests for information;

3. immediately inform KNOWBE4 of any change in ownership of any computer system identified by the IP addresses provided to KNOWBE4 by you for the vulnerability security scan; and

4. be solely responsible for communicating any risks, exposures, and vulnerabilities uncovered on the scanned computer systems to the third party owner, and ensure that the third party owner takes all appropriate actions.

e Disclosure of Test Results. You agree to refrain from disclosing the test results of the vulnerability security scan, except with the prior written consent of KNOWBE4.

f No Responsibility for Repairing Vulnerabilities. Upon completion of a vulnerability security scan, KNOWBE4 shall have no responsibility, nor have responsibility, to take any actions to repair or correct any security risks, exposures, or vulnerabilities of the IP Addresses provided by you. You shall be solely responsible for taking all appropriate actions to ensure the protection of the IP Addresses.

g System Security. You acknowledge and agree that you are solely responsible for the security and confidentiality of any and all hardware and software systems and their elements. Your responsibility for such security shall include, without limitation, the obligation to protect your hardware and software systems from all natural threats, forced entry, viruses, acts of violence, acts of terrorism, and internal sabotage.

5. Termination.

You shall not have the right to terminate this Agreement while any Service Order is in effect or while KNOWBE4 is otherwise providing Services to you, except that you may terminate this Agreement and/or any Service Order upon a material breach of this Agreement and/or such Service Order by KNOWBE4 and in which KNOWBE4 fails to cure within thirty (30) days of receiving written notification of such breach from you. KNOWBE4 shall have the right to immediately terminate this Agreement and/or any Service Order and/or otherwise cease providing any and all Services to you upon the occurrence of any of the following: (a) your failure to pay any amount when due; (b) your breach of this Agreement; or (c) any representation or warranty by you in this Agreement or any Service Order is or becomes untrue.

Upon the termination of this Agreement, all amounts payable by you to KNOWBE4 shall become immediately due and payable.

6. WARRANTIES.

KNOWBE4 warrants solely to you that (a) KNOWBE4 has the right and authority to enter into this Agreement and provide the Services to you as described in this Agreement and each Service Order; and (b) the Services will be performed in a timely, competent and professional manner in accordance with industry standards.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS THIS SECTION 6, KNOWBE4'S SERVICES ARE PROVIDED "AS IS," WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, FREEDOM FROM ERRORS, VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS, ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE, ACCURACY OR FUNCTIONALITY OF KNOWBE4'S SERVICES OR ANY INFORMATION OBTAINED FROM OR PROVIDED BY KNOWBE4 OR THAT KNOWBE4'S SERVICES WILL BE ERROR FREE. KNOWBE4 DOES NOT GUARANTEE THE QUALITY OR CONDITION OF KNOWBE4'S SERVICE AND DOES NOT GUARANTEE THAT KNOWBE4'S SERVICES WILL BE AVAILABLE ONE HUNDRED PERCENT (100%) OF THE TIME.

LIMITATIONS ON LIABILITY; DISCLAIMERS.

YOU AGREE NOT TO HOLD KNOWBE4 LIABLE FOR ANY LOSSES RESULTING FROM KNOWBE4'S SERVICES NOT BEING AVAILABLE. FURTHERMORE, KNOWBE4 SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR ALERTS PROVIDED BY KNOWBE4.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY SERVICE ORDER TO THE CONTRARY, KNOWBE4 SHALL IN NO EVENT BE RESPONSIBLE TO, OR LIABLE TO, YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS. FURTHER, AND WITHOUT LIMITING THE FOREGOING, KNOWBE4 SHALL IN NO EVENT BE RESPONSIBLE TO, OR LIABLE TO, YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES THAT RESULT FROM: (I) YOUR BREACH OR VIOLATION OF THIS AGREEMENT; (II) YOUR ACCESS AND USE OF KNOWBE4.COM Sites; (III) YOUR INABILITY TO ACCESS OR USE KNOWBE4.COM Sites FOR ANY REASON; OR (IV) YOUR RELIANCE OR USE OF KNOWBE4'S

SERVICES, EXCEPT TO THE EXTENT SUCH DAMAGES AROSE AS A DIRECT RESULT OF KNOWBE4'S BREACH OF THIS AGREEMENT.

YOU FURTHER AGREE THAT KNOWBE4 SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MONETARY DAMAGES IN EXCESS OF THE LESSER OF: (1) FEES PAID TO KNOWBE4 BY YOU DURING THE PRECEDING TWELVE (12) MONTHS; OR (2) ACTUAL DIRECT DAMAGES SUFFERED BY YOU.

YOU UNDERSTAND AND AGREE THAT TECHNOLOGICAL INNOVATION, CONFIGURATION CHANGES, SOFTWARE UPGRADES, AND ROUTINE MAINTENANCE, AMONG OTHER PROCEDURES NECESSARY TO SERVICE AND UPDATE A COMPUTER SYSTEM, MAY CAUSE OR LEAD TO NEW AND UNIDENTIFIED SECURITY RISKS. KNOWBE4'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DOES NOT ENSURE PROTECTION FROM ANY OF THESE NEW AND UNIDENTIFIED SECURITY RISKS. FURTHERMORE, COMPUTER HACKERS AND OTHER THIRD PARTIES ACTING IN VIOLATION OF FEDERAL, STATE, AND FOREIGN LAWS INCREASINGLY USE HIGHLY SOPHISTICATED TECHNIQUES AND TOOLS TO DISRUPT OR HARM COMPUTER SYSTEMS, RESULTING IN REGULARLY CHANGING THREATS AND CHALLENGES TO COMPUTER SYSTEMS, FROM WHICH KNOWBE4'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT CANNOT GUARANTEE PROTECTION.

YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY OF YOUR COMPUTER SYSTEM. KNOWBE4'S PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY BY KNOWBE4 REGARDING THE SECURITY OF YOUR COMPUTER SYSTEM, INCLUDING BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY REGARDING YOUR COMPUTER SYSTEM'S PROTECTION AGAINST INTRUSIONS, VIRUSES, VIRUS THREATS, OR ANY OTHER SECURITY THREATS.

7. Your Indemnification of KNOWBE4.

You shall defend, indemnify and hold harmless KNOWBE4 and its officers, directors, shareholders, employees, independent contractors, agents, representatives, affiliates, successors and assigns (collectively, the "KNOWBE4 Indemnified Parties") from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to: (i) any breach of any representation, warranty, covenant or agreement in this Agreement or any Service Order by you; (ii) your failure to provide accurate, complete and current personal information requested pursuant to registration, if required; (iii) your access or use of KNOWBE4's Services; (iv) you or your designees access or use of KNOWBE4.COM Sites under any e-mail address, username or password that may be issued to you; and/or (v) any third party claims brought against KNOWBE4 or its officers, directors, equity holders, employees, agents, or representatives arising out of (a) vulnerability security scans of the IP Addresses provided by you; (b) KNOWBE4's disclosure of the test results to you; (c) any of the risks described in this Agreement as being associated with the Services, and/or (d) your use or disclosure of the test results. Your indemnification obligations shall survive the termination of this Agreement.

8. Miscellaneous.

1. Intellectual Property. You acknowledge and agree that all ownership and proprietary rights to KNOWBE4's Services and to any inventions, innovations or ideas developed in connection with or relating to its Services (including, without limitation, any software, algorithms, processes and other underlying technology) and the contents thereof and all related intellectual property are and shall remain the sole and exclusive property of KNOWBE4. You will not remove or alter any copyright notices appearing on KNOWBE4's Web site or in any other copyrighted work of KNOWBE4. You shall promptly advise KNOWBE4 of any possible infringement of which you become aware of concerning any of KNOWBE4's trademarks, copyrights, trade secrets, patents or other proprietary rights, or any misuse of the Services.

2. Amendments. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any such

amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.

3.Assignments. Neither party shall assign any of its rights, obligations, or responsibilities under this Agreement or any Service Order without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed, provided, however, that KNOWBE4 party may engage contractors to perform certain obligations to be performed by it without notice or consent, provided that KNOWBE4 shall be solely responsible for any such obligations performed by such contractors and further provided that either party may assign its rights and obligations under this Agreement without consent to a third party acquiring all or substantially all of such party's stock or assets. All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and authorized assignees.

4.Force Majeure. Neither party shall be liable nor deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations hereunder due to or arising out of any act not within its control, including, without limitation, acts of God, strikes, lockouts or other industrial disputes, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in transportation or power supply, governmental laws, regulations or other restraints, communications systems breakdowns, hardware or software failures, inability to obtain necessary equipment, materials or services in the open market, or any failure of any supplier to supply or any delay of any supplier in supplying any necessary equipment, materials or services. Neither party's rights under this Agreement shall be affected by its failure to meet, nor any delay in meeting, any condition of this Agreement, where such failure or delay is caused by one of the events referred to above, and all times provided for in this Agreement shall be extended for a period commensurate with the periods of delay.

5.Preparation of Agreement. This Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation. The parties acknowledge each contributed and is equally responsible for its preparation.

6.Severability. If any provision of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

7.Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

8.Headings. The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of the Agreement and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

9.Governing Law; Jurisdiction. This Agreement shall be construed under the laws of the State of Florida, and the parties consent to exclusive jurisdictions and venue in the federal courts sitting in Pinellas, Florida, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction in the Circuit Courts of Pinellas County or Hillsborough County, Florida. The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. In any action to

enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

10.Notices. All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, sent by certified mail, return receipt requested, sent by generally-recognized national "overnight" delivery courier service, sent via facsimile, or sent via email with confirmed answer back. KNOWBE4 will address any notices or communications to you to the address specified in your Service Order, as you may update such information from time to time. All notices delivered to KNOWBE4 shall be sent to:

KNOWBE4, LLC
601 Cleveland St. Suite 230
Clearwater, FL, 33755

Documents delivered by hand shall be deemed to have been received upon delivery; documents sent by email shall be deemed to have been received when the answer back is received; documents sent by certified mail, courier service or fax shall be deemed to have been received upon their receipt, or at such time as delivery is refused by the addressee upon presentation.

11.Survival. The following Sections of this Agreement shall survive the termination of the Term: Sections 2 (to the extent payments are due after termination) and 5 through 12.

12.Entire Agreement. This Agreement and each Service Order represent the entire understanding and agreement between you and KNOWBE4 with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between you and KNOWBE4. Should any Service Order conflict with the terms of this Agreement, the terms of this Agreement will control. For the avoidance of doubt, you agree that any terms and conditions provided in any Service Order or other document delivered to KNOWBE4 by you in connection with the Services shall in no way supersede the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Organization: _____

Name: _____

Title: _____

Date: _____

AND

Organization: KNOWBE4, LLC

Name: _____

Title: _____

Date: _____