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## **KnowBe4 Security Training Agreement**

### ***SERVICES***

The KnowBe4 Security Training Package provides security awareness education for an organization's employees. It includes managed security training sessions and simulated phishing attacks. Trackable training campaigns provide instruction and real-world examples of phishing, spear phishing, and other malicious attack types.

All KnowBe4 services have a 1 year term commitment per KnowBe4's policy.

### ***FEES***

In exchange for the License and the Services provided by Burgess under this Agreement, Client shall pay Burgess in advance the agreed upon fees based on the number of users and plan options chosen. Additional users added will affect pricing. If Burgess does not receive written notice of a request for service termination by Client, Client acknowledges and understands that Burgess will continue to charge Client for the Services as long as client's account remains active regardless if the Services are used or not.

### ***SOFTWARE, DOCUMENTATION AND SERVICES PROPERTY OF BURGESS***

The Software, Documentation and the Services are the exclusive property of Burgess, or the third parties from whom Burgess has secured the right to use materials contained in the Software, Documentation and the Services. Burgess and such third parties shall retain all right and title, to the extent of their respective interests, to all proprietary rights in the Software, Documentation and the Services, and to any other intellectual property owned or otherwise provided by Burgess. Client shall have no right to use the Software, Documentation or the Services for any purpose other than as set forth in this Agreement. Client shall not challenge, or assist any other person or entity in challenging, Burgess's right, title, and/or interest in the Software, Documentation and the Services.

### ***TERM***

This agreement will remain in effect until the expiration which is one year from the "effective" date. Client may not terminate this agreement until the one-year anniversary date after the start date (the "effective" date.). If customer terminates early, customer must pay in full the balance for the remaining months up until the expiration date. If no notification is received as detailed above, the Agreement will automatically renew, with the current number of licenses, upon expiration of the period.

### ***TERMINATION BY CLIENT***

Clients may terminate this Agreement at any time by providing Burgess with thirty (30) days written notice prior to the expiration date of Client's intent to terminate use of the Service. Burgess shall not provide a refund for any unused portion of the Services paid in advance by Client.

### ***TERMINATION BY BURGESS***

Burgess may terminate this Agreement as of the expiration date with or without cause upon thirty (30) days written notice. Upon termination without cause, BTS also agrees to provide a refund for any unused portion of the Services paid in advance by Client. Should BTS terminate with cause, no refund shall be due to the Client.

***LIMITATION OF LIABILITY***

LIMITATION OF LIABILITY. UNLESS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, VENDOR SHALL NOT BE LIABLE TO CLIENT FOR LOSS OF PROFIT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OR ANY BREACH OF THIS AGREEMENT OR OF OBLIGATIONS UNDER THIS AGREEMENT OR FOR ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER PARTY. IN NO EVENT SHALL VENDOR'S LIABILITY HEREUNDER EXCEED THE AGGREGATE AMOUNT OF THE FEES PAYABLE BY CLIENT TO THE VENDOR.

***CONFIDENTIALITY***

During the term of this agreement and after the term, Vendor may not use for any purpose other than for the benefit of Client, or divulge to any third party, any trade secrets, processes, techniques, designs, know-how or other confidential information of Client, including without limitation information about Client customers, former customers, staff, financial data, business records and activities under this agreement. Both during and after the term, Vendor shall maintain the strict confidentiality of the Client's confidential information using the same degree of care as the Vendor affords to its own confidential information of a similar nature which it desires not to be published or disseminated, and in no event less than reasonable care, to prevent the unauthorized use or disclosure of the Client's confidential information.

***FORCE MAJEUR***

Neither party shall be liable for any failure or delay in the performance of any of its respective obligations (other than the payment of fees) if prevented from doing so by a cause or causes beyond its reasonable control (a "Force Majeure Event"). Without limiting the generality of the foregoing, Force Majeure Events include: fires, floods, terrorism, strikes, blackouts, war, restraints of government, utility or communications failures or interruptions, failures of third party vendors, Internet slow-downs or failures, computer hackers or other causes that are beyond a party's reasonable control. Failure to meet due dates or time schedules resulting from a Force Majeure Event shall extend the due dates or time schedules for reasonable periods of time as determined by Burgess in good faith.