

## KNOWLEDGE FRONT, LTD. SERVICES AGREEMENT

This Services Agreement (the "Agreement") contains the only terms that govern the provision of services by Knowledge Front, Ltd. ("Knowledge Front") to the customer (defined herein as "You" or "Your"). This Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

### 1. Services.

- a. Knowledge Front will provide You with monitoring services, including network testing and monitoring. The services will include those services described at [www.knowledgefront.com](http://www.knowledgefront.com) on the date you entered into this Agreement, performed with respect to the number of monitors requested by You. The number of monitors with respect to which the services will be performed will be as specified in an accepted Knowledge Front quotation (if applicable) or otherwise as set forth in Knowledge Front's periodic invoice to You. The number of monitors may be modified from time to time upon Your request. The number of monitors and associated fees set forth in each Knowledge Front periodic invoice will be deemed final and binding on You unless you contest the accuracy of such amounts in writing within twenty (20) calendar days of receipt of invoice.
- b. You agree to cooperate with Knowledge Front in all matters relating to the services. If Knowledge Front's performance is prevented or delayed by any act or omission by You or your agents, subcontractors, consultants or employees, Knowledge Front will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by You, in each case, to the extent arising from such prevention or delay.

### 2. Modifications.

Knowledge Front reserves the right to modify this Agreement upon thirty (30) days written or email notice to You. Any such modification will be provided to you in writing or by email or, alternatively, posted at [www.knowledgefront.com](http://www.knowledgefront.com) with a written or email notification to You that a modification has been made. Your failure to terminate this Agreement within thirty (30) days after the effective date of such modification constitutes your consent to such modifications.

### 3. Payment Terms.

In consideration of the provision of services by Knowledge Front and the rights granted to You under this Agreement, You will pay the applicable fees for the applicable services. The fees payable with respect to the services will be as set forth in an accepted Knowledge Front quotation (if applicable) or otherwise as set forth on [www.knowledgefront.com](http://www.knowledgefront.com) from time to time. The fees reflected in each Knowledge Front periodic invoice will be deemed final and binding on You unless you contest the accuracy of such fees in writing within twenty (20) calendar days of receipt of invoice. You acknowledge that, except as otherwise expressly agreed in writing with You, Knowledge Front retains the discretion to change its fees from time to time in the manner described in Section 2 above. In the event payments are not received by Knowledge Front within thirty (30) days after becoming due, Knowledge Front may: (i) charge interest on any such unpaid amounts at a rate of 4% per month, or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and/or (ii) suspend performance for all services until payment has been made in full; and/or (iii) terminate this Agreement. Payments are non-refundable.

### 4. Confidential Information.

From time to time during the term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") information about its business affairs, products, services, confidential intellectual property, trade secrets, account and password information, third-party confidential information and other sensitive or proprietary information, (collectively, "Confidential Information"). Confidential Information will not include information that is: (i) in the public domain; (ii) known to the Receiving Party at the time of disclosure; or (iii) rightfully obtained by Receiving Party on a non-confidential basis from a third party. The Receiving Party will: (A) protect and safeguard the confidentiality of the Disclosing Party's

Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity. For purposes of clarity, Knowledge Front, as Receiving Party, will be entitled to transmit Confidential Information via, or disclose Confidential Information to, third parties (for example, providers of telecommunications services) to the extent You specifically request that Knowledge Front do so, or to the extent you request that the services be performed in a manner (for example, a request for text message notifications) that makes such transmission or disclosure necessary.

Without limiting the generality of the foregoing, You acknowledge that you are responsible for the security of any passwords or other authorizations or permissions granted to you by Knowledge Front in connection with the services, and Knowledge Front will have no liability from any misappropriation or disclosure of Your Confidential Information, unauthorized access to your system, or other liability resulting from your failure to maintain the security of such passwords or other authorizations. Additionally, You acknowledge that Knowledge Front does not desire any access to, and has no knowledge regarding any restrictions or limitations applicable to, any personally identifiable information regarding your customers or potential customers, and Knowledge Front will have no liability with respect to the same. You agree to indemnify Knowledge Front from any of the foregoing liabilities in accordance with Section 6.

5. Warranty Disclaimer, Limitation of Liability, Release.

- a. You acknowledge that Knowledge Front does not own, operate or manage the Internet; the Internet is a separate network of computers, independent of and not subject to the control of Knowledge Front. Communications on the Internet may not be secure and may be subject to interception or loss.
- b. EXCEPT AS EXPRESSLY SET FORTH IN A KNOWLEDGE FRONT QUOTATION TIMELY ACCEPTED BY YOU AND SIGNED BY BOTH PARTIES, OR AS EXPRESSLY SET FORTH ON [WWW.KNOWLEDGEFRONT.COM](http://WWW.KNOWLEDGEFRONT.COM), KNOWLEDGE FRONT MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. YOU AGREE THAT YOUR ACCESS TO AND USE OF KNOWLEDGE FRONT MONITORING SERVICES IS ON AN "AS-IS," "AS AVAILABLE" BASIS. Knowledge Front disclaims liability for, and You hereby releases Knowledge Front from, all Damages (as defined in Section 6(c)) incurred by You arising out of or relating to Your use of the services.
- c. EXCLUDING ONLY DAMAGES ARISING OUT OF CLAIMS FOR A BREACH OF SECTION 4 OF THIS AGREEMENT, OR CLAIMS INVOLVING ACTUAL FRAUD, INTENTIONAL MISCONDUCT, OR GROSS NEGLIGENCE ON THE PART OF KNOWLEDGE FRONT, IN NO EVENT WILL KNOWLEDGE FRONT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING ONLY DAMAGES ARISING OUT OF CLAIMS FOR A BREACH OF SECTION 4 OF THIS AGREEMENT, OR CLAIMS INVOLVING ACTUAL FRAUD, INTENTIONAL MISCONDUCT, OR GROSS NEGLIGENCE ON THE PART OF KNOWLEDGE FRONT, IN NO EVENT WILL KNOWLEDGE FRONT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE)

OR OTHERWISE, EXCEED THE AMOUNT PAID TO KNOWLEDGE FRONT IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

- d. The limitations set forth in this Section 5 (inclusive) will apply to any claim for indemnification brought under Section 6, below.
- e. Any claim to recover monetary Damages (whether through the indemnification provisions of Section 6 or otherwise) must be asserted within one year of the earlier of the occurrence of the facts or circumstances constituting the claim or the termination date of this Agreement. Each party releases and waives any claim that is not asserted within the foregoing time period.

6. Indemnification.

- a. You agree to indemnify, defend and hold harmless Knowledge Front from and against any Damages incurred by Knowledge Front arising out of or resulting from Your breach of this Agreement or Your use of the services, other than Damages arising out of a breach of this Agreement by Knowledge Front.
- b. Knowledge Front agrees to indemnify, defend and hold You harmless from and against any Damages incurred by You arising out of or relating to Knowledge Front's breach of this Agreement.
- c. The term "Damages" will refer to all liabilities, costs, expenses, claims (including, without limitation, third party claims), judgments, inconveniences, lawsuits, attorneys' fees and court costs.

7. Governing Law and Venue.

This Agreement will be construed under the laws of the State of Minnesota. Any action arising out of or relating to the negotiation, execution, performance, breach, or interpretation of this Agreement must be brought only in the Federal or state courts with subject matter jurisdiction seated in Hennepin County, Minnesota, and each party waives and agrees not to assert any defense based on lack of personal jurisdiction or forum non conveniens, or to request any transfer or consolidation, or otherwise cause such action to be heard in a court other than such courts. Each party waives the right to a trial by jury.

8. Miscellaneous

- a. Each party may assign its rights and obligations under this Agreement to any purchaser of substantially all of its assets or other successor to its business. The rights and obligations of each party hereto will inure to the benefit of and be binding upon the successors and assigns of each party.
- b. You agree to comply with all laws and regulations in connection with the use of Knowledge Front's services.
- c. This Agreement is not intended to confer any benefits on any person or business not a party hereto.
- d. You acknowledge that all technology made available to you in connection with the provision of the services, and all intellectual property rights therein, and all Confidential Information relating thereto, are the sole and exclusive property of Knowledge Front, and nothing in this Agreement will be deemed to grant to You any right, title, interest, or license in or to any of the foregoing, except to the limited extent necessary in connection with the use and enjoyment of the services. You agree not to reverse engineer, disassemble or decompile any code or other technology of Knowledge Front which is provided to You or to which you have access in connection with the services. Without limiting the foregoing, You agree and acknowledge that the services are provided to You for your internal use only, and cannot be resold or otherwise made available to any other party, or used to compete with the business of Knowledge Front.
- e. No party will bring any claim hereunder unless it has provided written notice to the other party describing the nature of the claim in reasonable detail and the complaining party has attempted to negotiate in good faith with the other party for thirty (30) days in order to resolve such claim; provided, however, such obligation will not apply to Knowledge Front's right to immediately suspend account activity as provided in Section 3 above, to pursue a temporary

restraining order or preliminary injunction, or to claims by Knowledge Front for payment of undisputed amounts due from You.

- f. All of the provisions of this Agreement except for Sections 2 and 3 will survive termination or expiration of this Agreement, and Section 3 of this Agreement will survive termination of this Agreement to the extent of any amounts due and owing from You but unpaid as of the date of termination.
- g. The term "Force Majeure" will mean any and all causes beyond the reasonable control of Knowledge Front which prevents Knowledge Front from performing any of its obligations hereunder, including but not limited to, acts of God, labor disputes, boycotts, fires, explosions, floods, breakdowns of or damage to plants, equipment or facilities, network outages, network inaccessibility, denial of service attacks, acts of civil, judicial or military authorities, acts of governmental authorities or other causes of a similar nature. If, because of any Force Majeure, Knowledge Front is unable to carry out a material element of its obligations under this Agreement, and Knowledge Front timely notifies You of such Force Majeure, then Knowledge Front's obligations will be suspended to the extent made necessary by such Force Majeure. During the period of such suspension, Your corresponding obligations will be suspended or reduced, as appropriate.