THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 20-1125

SAP Number

Auditor-Controller/Treasurer/Tax Collector

Department Contract Representative	Don Le
Telephone Number	(909) 382-3002
Contractor	KnowledgeLake, Inc.
Contractor Representative	Therrel Griffin
Telephone Number	(314) 528-9080
Contract Term	11/30/2020 – 11/29/2022
Original Contract Amount	$62,325
Amendment Amount	N/A
Total Contract Amount	$62,325
Cost Center	340001000

Briefly describe the general nature of the contract: *Software License Exchange Agreement and Cloud Service Subscription Agreement with KnowledgeLake, Inc. for subscription software as a service for the two-year period of November 30, 2020, through November 29, 2022, in the amount of $29,124 for year one and $33,201 for year two, for a total amount of $62,325.*

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Bonnie Uphold	►	►
Bonnie Uphold, Deputy County Counsel		Ensen Mason, Auditor-Controller/Treasurer/Tax Collector
Date 10-27-20	Date	Date 10/29/20

KnowledgeLake
Intelligent Content Automation

Date: 10/26/2020

KnowledgeLake Software License Exchange Agreement

This software transaction is considered a software Exchange of Clients Perpetual On-Premises Licensed Products to KnowledgeLake Subscription Software as a Service (SaaS).

KnowledgeLake and San Bernardino County ATC agree to the following changes in software licenses effective upon signature. The Subscription Start Date is 11/30/2020.

Perpetual Licensing to Decommission

- Capture / Capture SDK
- Imaging

Subscription SaaS Licensing to Activate

KnowledgeLake Solution SaaS Subscription Cost - $29,124 Year 1

KnowledgeLake Solution SaaS Subscription Cost - $33,201 Year 2

- Original discounted Subscription of $33,201 minus prorated maintenance of $4,077 for Year 1
- Subscription Term is 24 Months
- **Total subscription cost for year 1 and 2 is $62,325**

Subscription Term Dates	
Start Date	**Ending Date**
11/30/2020	11/29/2022

Feature	Doc Count Year 1
Documents Uploaded and Processing	70,000
Documents Search, View, & Retrieve	70,000

Includes:

- Content Services for SharePoint Online
- Online Instructor Led Training – Once Per Quarter
- On-Demand, Self-Paced Admin and End User Training Videos
- Standard Support
- KnowledgeLake QuickStart Implementation

Terms:

- Co-terminus utilization of both On Premises and SaaS Software until April 30, 2021.
- Payment Due: 30 days from date of invoice.
- Annual subscription price $33,201 after year one.

KnowledgeLake
Intelligent Content Automation

Date: 10/26/2020

By signing this Software License Exchange Agreement Order Form, Client agrees to relinquish all rights to use the software licenses mentioned in the "Perpetual licensing to decommission" section of this agreement on or before April 30th, 2021. Once a KnowledgeLake Licensing Specialist has expired the licenses in the "decommission" section, the Customer understands that they will be required to update their on-premise license server.

Contact your Account Manager, Therrel Griffin for information on additional training and services.

My Company will issue a Purchase Order for this transaction __X__Yes ____No

KnowledgeLake Approvals:

Name: Mark Oman **Title:** Vice President of Sales

Signature: DocuSigned by: Mark Oman 2D27243E22F94D7... **Date:** 10/26/2020

Approval:

Name: Curt Hagman **Title:** Chairman, Board of Supervisors

Signature: **Date:** NOV 17 2020

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to manually sign and transmit this Agreement by electronic means (whether by facsimile, PDF or other email transmission) and are entitled to electronically sign and transmit this Agreement via DocuSign, AdobeSign or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

THIS QUOTATION AND THE DOCUMENTS REFERENCED HEREIN, TOGETHER WITH THE CLOUD SERVICE SUBSCRIPTION AGREEMENT ("CSSA") EXECUTED IN CONNECTION HEREWITH, CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES FOR ALL ITEMS EXCEPT PROFESSIONAL SERVICES & TRAINING. FOR PROFESSIONAL SERVICES & TRAINING, THIS QUOTATION AND THE DOCUMENTS REFERENCED HEREIN, TOGETHER WITH A STATEMENT OF WORK ("SOW") or QUICKSTART PACKAGE EXECUTED IN CONNECTION HEREWITH, CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES.

All capitalized terms used but not defined in this Quotation have the meanings described in the CSSA, SOW or QuickStart as applicable. The fees specified herein are due upon receipt of the applicable invoice or upon the indicated payment dates, if applicable, whichever is later. All prices are in USD. This quote does not include any applicable taxes KnowledgeLake may be obligated to collect as part of this order. Once accepted, and except as otherwise specified, this quote becomes a noncancelable order and the related fees become due and non-refundable. The Subscriber acknowledges that the pricing specified in this order is based on the subscription period, consumption base, and the number of subscription years. It is expressly agreed that the terms of this order shall supersede the terms contained in any purchase order or other non-KnowledgeLake ordering document or correspondence, regardless of when such ordering document is received or if KnowledgeLake signs such ordering document, and no terms included in any such purchase order or other non-KnowledgeLake ordering document or correspondence shall apply to KnowledgeLake or to the licenses and services specified in this order.

KnowledgeLake
Intelligent Content Automation

Date: 10/26/2020

KnowledgeLake Cloud Service Subscription Agreement

This KnowledgeLake Cloud Service Subscription Agreement is entered into by and between KnowledgeLake, Inc. ("**KnowledgeLake**") and the customer identified in the corresponding **Order Form** (as defined below) referenced in this Agreement ("**Customer**") and governs the acquisition and use of the KnowledgeLake Cloud Service (as defined below). KnowledgeLake and Customer are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**."

This Agreement is effective, and Customer agrees to be bound by its terms upon execution by Customer of the initial Order Form (as defined below) for the KnowledgeLake Cloud Service ("**Agreement Effective Start Date**").

In addition, any online Order Form which Customer submits via KnowledgeLake's standard order process and which is accepted by KnowledgeLake shall be deemed to be mutually executed. If the terms of this Agreement are considered an offer, acceptance is expressly limited to such terms.

If this Agreement is on behalf of a company or other legal entity, you represent that you have the authority to enter into such acceptance and to bind such entity and its affiliated users to the terms of this Agreement, in which case references to "you" and "your" in this Agreement shall mean such entity. If you do not have such authority or if you do not agree with the terms of this Agreement, do not accept this Agreement and do not use the Service.

This Agreement applies to the Service specified herein and does not replace or supersede any separate agreement(s) you may have with KnowledgeLake applicable to other KnowledgeLake products and/or services.

This Agreement also governs any free trial for the Service.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

Parties agree as follows:

1. Definitions

Capitalized terms not otherwise defined elsewhere in this Agreement shall have the following meaning:

"Administrator(s)" means a person designated by Customer to have an Account with the authority to utilize the Administrative Console(s) to create and manage Accounts associated with Customer.

"Administrative Console" means the functionality within the KnowledgeLake Cloud Service that allows Customer to manage User access, security and other administrative functionality for Accounts and where Customer shall receive updates or notifications for their Accounts and the KnowledgeLake Cloud Service.

"Agreement" means this KnowledgeLake Cloud Service Subscription Agreement together with all Order Form(s) and Exhibits which are entered between KnowledgeLake and Customer.

"API" means the application-programming interface used by Customer to access certain functionality as provided by KnowledgeLake.

"KnowledgeLake Reseller" means an entity that has entered into an agreement with KnowledgeLake that, among other things, authorizes the entity to resell the KnowledgeLake Cloud Service and, if applicable, provide certain services.

"KnowledgeLake Cloud Service" or "Service" means the cloud-based software-as-a-service application provided by KnowledgeLake (including any KnowledgeLake Software) and subscribed to under the Order Form.

"KnowledgeLake Software" or "Software" means optional software provided by KnowledgeLake for installation on a User's device or accessed by Users from the Customer's or User's software, hardware or other device(s) and that allows a User to use certain functionality in connection with features of the KnowledgeLake Cloud Service.

"Order Form" means the separate executed document(s) under which Customer subscribes to the KnowledgeLake Cloud Service, products or services pursuant to this Agreement and has been agreed to in writing by the Parties or as agreed to between Customer and KnowledgeLake Reseller.

"Subscription Period" means the duration of Customer's subscription to the KnowledgeLake Cloud Service commencing on the service start date of the Order Form and continuing for the period up to the Service renewal date or end date as specified in the applicable Order Form.

"Support Services" has the meaning set forth in Exhibit A.

"User(s)" means, collectively, any Administrator, or user.

"User Documentation" means KnowledgeLake's then current published documentation specifying the functionality of the KnowledgeLake Cloud Service that is made generally available by KnowledgeLake to its customers or its users.

2. Grant of License and Restrictions.

Subject to the terms hereof and any applicable user/use limitations, KnowledgeLake grants Customer a personal, non-sublicensable, non-exclusive, right to access and use the Service(s) set forth on the Order Form during the applicable Order Form Term (as defined below), subject to any limitations on the Order Form and only in accordance with KnowledgeLake's User Documentation. As between the parties, KnowledgeLake retains sole ownership of all Software, Services and rights therein. Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any KnowledgeLake product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures KnowledgeLake may use to measure or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service, unless otherwise agreed by the parties in writing. Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Customer (i) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (ii) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

3. Implementation

Upon payment of any applicable fees set forth in each Order Form, KnowledgeLake agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form ("Implementation Assistance"). If KnowledgeLake provides Implementation Assistance in excess of any agreed-upon hours estimate, or if KnowledgeLake otherwise provides additional services beyond those agreed in an Order Form, Customer will pay KnowledgeLake at its then-current hourly rates for consultation.

4. Support Levels

KnowledgeLake will provide support Service in accordance with (i) the support package selected by Customer on the applicable Order Form (if any) and (ii) KnowledgeLake's then-current standard Support the current version of which is set forth on Exhibit A.

5. Support Services

During the term of the Order Form(s), KnowledgeLake will provide to Customer the applicable Support Services. All Support Services do not include: (a) physical installation or removal of the KnowledgeLake Software and any User Guides; (b) visits to Customer's site; or (c) any professional services associated with the KnowledgeLake Cloud Service, including, without limitation, any custom development, data modeling, code review and application architecture/infrastructure design.

KnowledgeLake's support obligations do not extend to any ongoing test, training, or any other non-production instances of the KnowledgeLake Cloud Service provided to Customer pertaining to issues or errors caused by:

a) Third party hardware or software;
b) Use of the KnowledgeLake Cloud Service in violation of the terms of the Agreement; or Use of the KnowledgeLake Cloud Service other than in accordance with any User Guide or the express instructions of KnowledgeLake.

6. Service Updates

From time to time, KnowledgeLake may provide upgrades, patches, enhancements, or fixes for the Service to its customers generally without additional charge ("Updates"), and such Updates will become part of the Service and subject to this Agreement; provided that KnowledgeLake shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that KnowledgeLake may cease supporting old versions or releases of the Service at any time in its sole discretion; provided that KnowledgeLake shall use commercially reasonable efforts to give Customer sixty (60) days prior notice of any major changes.

7. Ownership; Restrictions; Feedback

As between the parties, KnowledgeLake retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by KnowledgeLake for the purposes of this Agreement, including any copies and derivative works of the foregoing. Customer agrees to maintain the copyright notice and any other notices that appear on the Service and the Software. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer, at its option may from time to time provide suggestions, comments or other feedback to KnowledgeLake with respect to the Service ("Feedback"). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for KnowledgeLake notwithstanding anything else. Customer shall, and hereby does, grant to KnowledgeLake a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair KnowledgeLake's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

8. Fees; Payment

Customer shall pay KnowledgeLake fees for the Service as set forth in each Order Form ("Fees"). Unless otherwise specified in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. Dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any

outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (excluding taxes based on KnowledgeLake's net income). All Fees paid are non-refundable and are not subject to set-off. If Customer exceeds any usage set forth on an Order Form, then (i) KnowledgeLake shall invoice Customer for such additional usage (which KnowledgeLake may do at any time and which shall be payable within thirty (30) days from date of invoice) at KnowledgeLake's then-current standard rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the Order Form Initial Term or then-current Order Form Renewal Term or from the date the last invoice was issued for excess usage (as applicable), and (ii) if such Order Form Term renews (in accordance with Section 11, such renewal shall include the additional fees for such excess usage. The Service will remain active and available as long as Customer does not have any invoice from KnowledgeLake that is more than 60 days past due.

9. Third Party Services

Customer acknowledges and agrees that the Service operates on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services"). KnowledgeLake is not responsible for the operation of any Third-Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. KnowledgeLake does not make any representations or warranties with respect to Third Party Services or any third-party providers. Any exchange of data or other interaction between Customer and a third-party provider is solely between Customer and such third-party provider and is governed by such third party's terms and conditions.

10. Customer Data

For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer acknowledges and agrees that the Service is not a long-term storage mechanism and is wholly separate from the storage and archival of Customer Data. Customer is responsible for selecting, licensing, securing, administering, and making available the mechanism(s) that store and archive Customer Data. Customer, not KnowledgeLake, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. KnowledgeLake shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. KnowledgeLake is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to KnowledgeLake's gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use.

11. Term; Termination

11.1 Term of Agreement. This Agreement will commence on the Agreement Start Date and will remain in effect for as long as there is an Order Form in effect (**"Term"**), unless otherwise terminated as provided for in Section 11.3 (Termination for Cause) below.

11.2 Term of Order Form. Each Order Form placed under this Agreement will be in effect for a period of one (1) year from the service start date of the Order Form unless otherwise agreed in the Order Form.

11.3 Termination for Cause. Either Party may terminate this Agreement for cause: (a) upon thirty (30) days' written notice to the other Party of a material breach of this Agreement if such breach remains uncured after the

expiration of such period; or (b) if the other Party becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding.

Payment by the customer for subscription service fees is dependent up on the appropriation and allocation of funds by the California Legislature or County of San Bernardino. Should funds adequate to fulfill Customer's payment obligations for Subscription Services under this Order Form not be appropriated and allocated to the Customer, the Customer shall send a written notice of termination to KnowledgeLake detailing the loss of funding promptly but not less than thirty (30) days prior to the next annual invoice for the Subscription Services which termination will become effective at the end of the then-current annual term. Upon termination pursuant to this Section, Customer shall not be responsible for paying any future invoices for Subscription Services after the date of termination and Customer acknowledges and agrees that any prepaid fees paid by Customer prior to the effective date of termination shall not be refunded.

12. Indemnification

Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) the Customer Data or Customer's use of the Service (in the case of Customer as Indemnitor), or (ii) the Service (in the case of KnowledgeLake as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of KnowledgeLake do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by KnowledgeLake (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by KnowledgeLake, (iv) combined with other products, processes or materials not provided by KnowledgeLake (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.

13. Warranty Disclaimer

KnowledgeLake warrants that the Service will perform in material conformance with its official published documentation; Customer's sole remedy, and KnowledgeLake's sole liability, in the event of a breach of the foregoing warranty shall be for KnowledgeLake to provide support to Customer in accordance with Section 4. EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICE IS 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. CUSTOMER AGREES TO BACKUP DATA AND TAKE OTHER APPROPRIATE MEASURES TO PROTECT ITS PROGRAMS AND DATA. ANY CUSTOMER DATA STORED OR ACCESSED THROUGH THE SERVICE IS DONE SO AT CUSTOMER'S OWN

DISCRETION AND RISK, AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICES.

14. Limitation of Liability

EXCEPT FOR (A) THE PARTIES' INDEMNIFICATION OBLIGATIONS, (B) CUSTOMER'S BREACH OF CONFIDENTIALITY OR BREACH OF OBLIGATIONS IN SECTION 2 OF THIS AGREEMENT, AND (C) CUSTOMER'S GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) 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) OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO KNOWLEDGELAKE HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

15. Miscellaneous

This Agreement represents the entire agreement between Customer and KnowledgeLake with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and KnowledgeLake with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the Missouri state courts located in St Louis County, Missouri or the jurisdiction of the United States District Court for the Eastern District of Missouri. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; pandemic; riots; civil or public disturbances; strikes; lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement (provided further that Customer's rights and obligations may not be assigned to a competitor of KnowledgeLake. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

EXHIBIT A

Support Service Commitment

	Description	Basic	Standard	Premier
Technical support	Support for Cloud Software	X	X	X
	Access to Knowledgebase	X	X	X
	Web & Email Support Access	X	X	X
	Phone Support Access		X	X
	Support Hours			X
	Developer API Support			X
	Support Hours	M- F 8am to 5pm	M-F 7am to 7pm	24x7
	Service Response Time	Urgent: Within 4 Business Hours High: Within 8 Business Hours Normal: Within 1 Business Day	Urgent: Within 2 Business Hours High: Within 4 Business Hours Normal: Within 8 Business Hours	Urgent: Within 1 Hours High: Within 2 Hours Normal: Within 4 Hours
Training	Administrator Training Videos	X	X	X
	End User Training Videos	X	X	X
	Instructor Led Training - Online (once per quarter)		X	X
	Instructor Led Training - In Person (twice per year)			X
uptime	Service Level	98.0%	99.0%	99.5%
KnowledgeLake Monitoring	Daily Batch/Process Error Resolution			X
	Capture Processes Remediation			X
	Robotic Process Automations Remediation			X
	Dedicated Remote Support Engineer			X
Professional Services	Workflow Migration RDA Custom App Dev UAT Support Customize Training	0% discount	10% discount	15% discount

Service Descriptions	Daily Batch/Process Error Resolution	A KnowledgeLake Representative, if granted access will check in on the status of your processes once daily to look for any errors. From 8am - 5pm M-F.
	Capture Processes Remediation	If the KnowledgeLake Representative finds Capture Services batches in error, they will attempt to correct the issue after investigation. This could include a simple resubmit or contacting you directly for more information. The KnowledgeLake Representative will not modify documents or metadata without consulting you first.
	Robotic Process Automations Remediation	If the KnowledgeLake Representative finds Process Services jobs in error, they will attempt to correct the issue after investigation. This could include a simple resumbit or contacting you directly for more information. The KnowledgeLake Representative will not modify documents or metadata without consulting you first.
	Dedicated Remote Support Engineer	You will be assigned a dedicated KnowledgeLake Representative that will handle any requests for your account. This KnowledgeLake team member will have knowledge of your implementation, use cases, environment, user groups, etc. This will facilitate a faster resolution with any issues you encounter.

EXHIBIT B

Service Level Policy

This Service Level Agreement for KnowledgeLake Cloud Services (this "SLA") is a part of your KnowledgeLake Cloud Subscription Service Agreement (the "Agreement"). This SLA applies to the KnowledgeLake Cloud Services listed herein (a "Service" or the "Services") but does not apply to separately branded services made available with or connected to the Services or to any on-premises software that is part of any Service.

If KnowledgeLake does not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly document volume. KnowledgeLake will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. KnowledgeLake will provide at least 90 days' notice for adverse material changes to this SLA.

Monthly Uptime Calculation and Service Level
Committed Monthly Uptime Percentage: Committed uptime percentage is based on the selected service level tier.

Uptime: Defined as access to the KnowledgeLake Cloud web application. Uptime time does not include the ability to login due to dependence on 3rd party platforms outside of the control of KnowledgeLake (i.e. Azure Active Directory, Azure Infrastructure, etc.).

Downtime: Defined as the total accumulated minutes that are a part of the minutes in the month that the customer does not have KnowledgeLake Cloud web application access. Downtime does not include the minutes in which the Microsoft Azure Infrastructure experiences an outage.

Monthly Uptime Percentage: Monthly Uptime Percentage for the KnowledgeLake Cloud is calculated as minutes in the month less Downtime minutes divided by the minutes in the month in a billing month for a given Subscription. Any customer experiencing Monthly Uptime Percentage under the Committed SLA has the option to file a claim for Service Credit.

Monthly Uptime % = (Minutes in the Month-Downtime minutes) / Minutes in the Month X 100

Service Credit: Service Credits may be awarded back to the customer if the customer experiences a Monthly Uptime Percentage under the Committed Uptime Percentage and an approved Claim. The daily number of documents, based on the customers annual estimates, will be credited back to the customer's account for any days experiencing downtime. For example, in a month a customer experiences an Uptime Percentage of 98% with Downtime occurring on 3 different days. The customers estimated annual documents is 100,000. The customers estimated daily document count is 274 (100,000 / 365 Days). The customer would receive a credit for 822 documents (274 x 3 days).

Claims
In order for KnowledgeLake to consider a claim, you must submit the claim via a support ticket to our customer support including all information necessary for KnowledgeLake to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

For a claim related to KnowledgeLake, it must be received by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, KnowledgeLake must receive the claim and all required information by March 31st.

KnowledgeLake will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. KnowledgeLake will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must follow the Agreement in order to be eligible for a Service Credit. If KnowledgeLake determine that a Service Credit is owed to you, the Service Credit will be applied to your current subscription.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

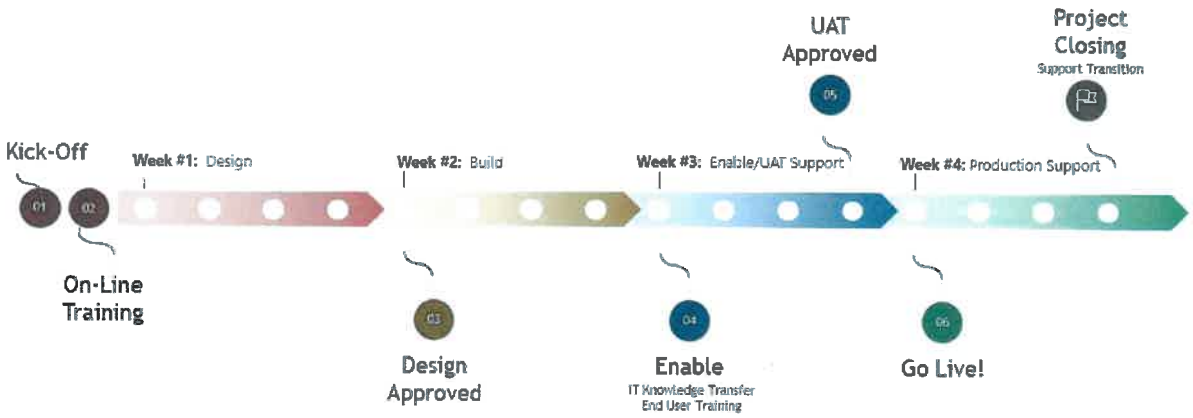
1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, pandemic, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by your use of a Service after KnowledgeLake advised you to modify specific configuration, if you did not modify that configuration;
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us);
5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
9. Due to your use of Service features that are outside of the associated supported time period;

KnowledgeLake QuickStart Implementation

Engagement Objectives

Transition the existing on-prem KnowledgeLake solution functionality to the KL Cloud Platform.

Expected Project Timeline



The expected duration of the QuickStart Project is approximately **4-8 weeks**, based on the client's needs (UAT variance, etc.).

If additional work scope is added beyond the defined scope of the transition, a change request might be required for additional implementation time.

Project Administration

KnowledgeLake will manage scope and Deliverables defined within this Statement of Work. KnowledgeLake project management duties include:

- All project success metrics and deliverables
- Facilitate kickoff meeting and status meetings will be held to communicate the status of the project, identify any obstacles or risk, and the plan to mitigate it
- Track customer and KnowledgeLake project deliverables
- Schedule design meetings and facilitate architecture review and acceptance
- Schedule KnowledgeLake professional services resources
- Facilitate Change Request Authorization process

Project Activities

Design

I. Project Analysis and Design

During the project analysis and design phase, KnowledgeLake consultants will meet with Client to perform analysis of the business requirements and design the solution. This includes the following:

- Understanding Client's content, business processes and SharePoint Online Taxonomy.
- Provide best practices advice on configuring the taxonomy for Document Management.
- Identify and design content types (document types) and help determine projected document counts.
- Design the Capture Process for the solution including the onboarding of content, indexing of content and storage of content into the client's SharePoint Online repository.
- Design the Search and Retrieval Process(es) for the solution.

KnowledgeLake will create the Functional Design document that describes exactly how the proposed solution will be implemented. Client is responsible for timely responses to KnowledgeLake requests for information needed to complete the analysis and design. Both Client and KnowledgeLake indicate their agreement with the functional design by signing the Functional Design document. This takes place before the project moves to the next phase.

In addition, out of scope items maybe be identified and KnowledgeLake will work with Client to determine if a Change Request should be submitted or if the items can be moved to a later phase of the project.

Implement

II. KnowledgeLake Cloud Platform Configurations

The following items will be configured in 1 production environment:

1. KnowledgeLake Capture Services Configuration
    a. Create KnowledgeLake capture processes, per the design
    b. Configure KnowledgeLake scanning and indexing profiles, if needed
    c. Configure Office add-ins if needed (on 1 workstation and train IT to setup the remaining workstations)
    d. Configure data gateway for 1 line of business lookup
    e. Configure content type behaviors and permissions for each content type. A transfer of information will be performed so Client may configure additional behaviors.
2. KnowledgeLake Content Services Configuration
    a. Configure the Search module in the KnowledgeLake Platform

b. Configure saved searches for the Client
c. Setup up to refinable properties for grouping or filtering

Verify

III. User Acceptance Testing Support

Client is responsible for creating test plans and managing user acceptance testing. The success of this project is dependent upon Client allocating adequate resources to UAT. UAT is the time estimated for KnowledgeLake to support the UAT process.

1. Provide 1 session for end users and IT staff on using the KnowledgeLake Platform
2. Provide support to Client during the acceptance testing. Client will be responsible for creating and performing the acceptance test.
3. Provide resolution to any issues found during acceptance testing that fall within the accepted requirements of the system.

The time needed by KnowledgeLake to support Client during Acceptance Testing is based on assumption that Client will complete the Acceptance Testing within a **1 or 2-week** period.

Post-Production

IV. Knowledge Transfer (IT)

After the system is fully configured, KnowledgeLake will review the system configuration with your IT staff to ensure that the KnowledgeLake Platform is configured to your specifications and will:

1. Document all configurations in the Solution Configuration document.
2. Provide 1 knowledge transfer session (up to 2 hours) to review the configuration of the KnowledgeLake Platform.

V. Production Support and Project Closing

The estimate provided for the time needed to support Client during post-Production is based upon **1 hour/day** of support to Client for the first **5 days** of Production.

At the conclusion of this project, KnowledgeLake will issue a Project Acceptance Form. Client will acknowledge acceptance of this project and all deliverables, and closure of this project, by signing the Project Acceptance Form. If the Project Acceptance Form is not signed and no objection is communicated in writing by the Client within 10 business days of issuance of the Project Acceptance Form, this project and all deliverables will be deemed to be accepted, and the project closed.

The KnowledgeLake Professional Services staff involvement will end at the conclusion of this engagement and support responsibility will be transferred to KnowledgeLake's Technical Support group. The KnowledgeLake Project Manager will conduct a Project Transition meeting, with Client and with KnowledgeLake Support, to review Client's solution in the KnowledgeLake

Platform. A list of any open issues will be reviewed and responsibility for resolving those open issues will be identified. The Support group will provide support for standard products according to the KnowledgeLake Technical Support Policy, which will be reviewed during this transition meeting. At the conclusion of the T&M engagement, all communication should be immediately directed to Support at 888.898.0555 or online at http://support.knowledgelake.com.

Deliverables

The following table identifies the Deliverables that will complete in the Engagement.

Stage	Work Product\Deliverables
Design	Discovery and design Capture process functional design
Build	KnowledgeLake Platform Configuration
Verify	1 QA Testing and Remediation Cycle 1 End User Knowledge Transfer Workshop 1 Administrator Knowledge Transfer Workshop Update Solution Configuration Documentation for Production Release
Deploy	Production Support
Maintain	Support Transition

Travel

No travel is anticipated for this project.

General Assumptions

- KnowledgeLake will work with Client to plan the appropriate security model. The Client will configure security in the repository.
- Client will enable IT Admins with KnowledgeLake Administrator online training, so they can be trained to properly support the KnowledgeLake implementation.
- Office Add-Ins require the Office 365 cloud version. The Client security model must allow for URL add-ins to be supported. If an on-premise Exchange environment is being used, a change request might be required for additional hours to configure.
- Client is responsible to ensure the SharePoint online tenant is setup and operational prior to the engagement, as the existing taxonomy will be utilized.

For the avoidance of doubt, KnowledgeLake will not provide Technical Support and Updates for other KnowledgeLake Cloud products that have not been purchased. While optional, Technical Support and Updates for other KnowledgeLake Cloud products must be purchased separately.