

# Customer Terms of Service

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# Introduction

These Customer Terms of Service (the “**Customer Terms**”) describe your rights and responsibilities when using our online learning tools and platform (the “**Services**”). Please read them carefully. If you are a Customer (defined below), these Customer Terms govern your access and use of our Services. If you are being invited to a team set up by a Customer, the User Terms of Service (the “**User Terms**”) govern your access and use of the Services. We are grateful you’re here.

## First Things First

### **These “Customer Terms” Form a Part of a Binding “Contract”**

These Customer Terms (or, if applicable, your written agreement with us) and any Order Form(s) (defined below) together form a binding “Contract” between Customer and us. If any terms in the Customer-Specific Supplement apply to Customer, those terms are also incorporated herein by reference and form part of the Contract. “We,” “our” and “us” currently refer to Knowingo.

### **Your Agreement On Behalf of “Customer”**

If you purchase subscription(s), create an organization (i.e., a unique dashboard where Customer can manage (including but not limited to) users, educational data and settings. In addition to the learning app where a group of users may access the Services.), invite users to that organization, or use or allow use of that organization after being notified of a change to these Customer Terms, you acknowledge your understanding of the then-current Contract and agree to the Contract on behalf of Customer. Please make sure you have the necessary authority to enter into the Contract on behalf of Customer before proceeding.

# Customer Choices and Instructions

## Who is “Customer”? (Hint: There can be only one)

“Customer” is the organization that you represent in agreeing to the Contract. If your team is being set up by someone who is not formally affiliated with an organization, Customer is the individual creating the team. For example, if you signed up using a personal email address and invited a couple of friends to work on a new startup idea but haven't formed a company yet, you are the Customer.

## Signing Up Using a Corporate Email Domain

If you signed up for a plan using your corporate email domain, your organization is Customer, and Customer can modify and re-assign roles on your team (including your role) and otherwise exercise its rights under the Contract. If Customer elects to replace you as the representative with ultimate authority for the organization, we will provide you with notice following such election and you agree to take any actions reasonably requested by us or Customer to facilitate the transfer of authority to a new representative of Customer.

## What This Means for Customer—and for Us

Individuals authorized by Customer to access the Services (an “Authorized User”) may submit content or information to the Services, such as learning material (“Customer Data”), and Customer may exclusively provide us with instructions on what to do with it. For example, Customer may provision or deprovision access to the Services, enable or disable third party integrations, manage permissions, transfer or assign teams, or modify and manage educational data. Since these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data, please review the Documentation on the Knowingo admin panel for more information about these choices and instructions.

Customer will (a) inform Authorized Users of all Customer policies and practices that are relevant to their use of the Services and of any settings that may impact the processing of Customer Data; and (b) obtain all rights, permissions or consents from Authorized Users and other Customer personnel that are necessary to grant the rights and licenses in the Contract and for the lawful use and transmission of Customer Data and the operation of the Services.

## Ordering Seats

A seat allows an Authorized User to access the Services. No matter the role, a seat is required for each Authorized User. Seats may be procured via an order form entered into between Customer and us (each, an "Order Form"). Please contact support@knowingo.com for more information on procuring seats and inviting new Authorized Users. Each Authorized User must agree to the User Terms to activate their seat. Seats commence when we make them available to Customer and continue for the term specified in the Services "check-out" interface or in the Order Form, as applicable. Each subscription is for an agreed upon amount seats for Authorized Users for a specified term and is personal to that Customer. We sometimes enter into other kinds of ordering arrangements, but that would need to be spelled out and agreed to in an Order Form. During an active subscription term, adding more Authorized Users is done by contacting support@knowingo.com.

## Purchasing Decisions

We may share information about our future product plans because we like transparency. Our public statements about those product plans are an expression of intent, but do not rely on them when making a purchase. If Customer decides to buy our Services, that decision should be based on the functionality or features we have made available today and not on the delivery of any future functionality or features.

## Choosing to be a Beta Tester

Occasionally, we look for beta testers to help us test our new features. These features will be identified as "beta" or "pre-release," or words or phrases with similar meanings (each, a "Beta Product"). Beta Products may not be ready for prime time so they are made available "as is," and any warranties or contractual commitments we make for other Services do not apply. Should Customer encounter any faults with our Beta Products, we would love to hear about them; our primary reason for running any beta programs is to iron out issues before making a new feature widely available.

## Feedback is Welcome

The more suggestions our customers make, the better the Services become. If Customer sends us any feedback or suggestions regarding the Services, there is a chance we will use it, so Customer grants us (for itself and all of its Authorized Users and other Customer personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer, any Authorized User or other Customer personnel. If we choose not to implement the suggestion, please don't take it personally. We appreciate it nonetheless.

## Non-Knowingo Products

Our Services include a platform that third parties may use to develop applications and software that complement Customer's use of the Services (each, a "Non-Knowingo Product"). THESE ARE NOT OUR SERVICES, SO WE DO NOT WARRANT OR SUPPORT NON-KNOWINGO PRODUCTS, AND, ULTIMATELY, CUSTOMER (AND NOT US) WILL DECIDE WHETHER OR NOT TO ENABLE THEM. ANY USE OF A NON-KNOWINGO PRODUCT IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER.

If a Non-Knowingo Product is enabled for Customer's team, please be mindful of any Customer Data that will be shared with the third party provider and the purposes for which the provider requires access. We will not be responsible for any use, disclosure, modification or deletion of Customer Data that is transmitted to, or accessed by, a Non-Knowingo Product. Check out the Documentation on the Knowingo admin panel for more information.

## Privacy Policy

Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of our websites and products.

# Customer and Authorized Users

## Use of the Services

Customer must comply with the Contract and ensure that its Authorized Users comply with the Contract and the User Terms. We may review conduct for compliance purposes, but we have no obligation to do so. We aren't responsible for the content of any Customer Data or the way Customer or its Authorized Users choose to use the Services to store or process any Customer Data. The Services are not intended for and should not be used by anyone under the age of 13. Customer must ensure that all Authorized Users are over 13 years old. Customer is solely responsible for providing high speed internet service for itself and its Authorized Users to access and use the Services.

## Our Removal Rights

If we believe that there is a violation of the Contract that can simply be remedied by Customer's removal of certain Customer Data or Customer's disabling of a Non-Knowingo Product, we will, in most cases, ask Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties.



# Payment Obligations

## Payment Terms

For Customers that purchase our Services, fees are specified at the Services interface “check-out” and in the Order Form(s) — and must be paid in advance. Payment obligations are non-cancelable and, except as expressly stated in the Contract, fees paid are non-refundable. If we agree to invoice Customer by email, full payment must be received within fourteen (14) days from the invoice date. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “Taxes”). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income.

## Downgrade for Non-Payment

If any fees owed to us by Customer (excluding amounts disputed reasonably and in good faith) are fourteen (14) days or more overdue, we may, without limiting our other rights and remedies, suspend the subscription until those amounts are paid in full, so long as we have given Customer ten (10) or more days’ prior notice that its account is overdue. Notwithstanding the second paragraph of the “Providing the Services” section below, Customer acknowledges and agrees that when outstanding payments not fulfilled within these fourteen (14) days, we hold the right to suspend certain features, functionality, and potential loss of access to Customer Data.

# Our Responsibilities

## Providing the Services

Customer isn't the only one with responsibilities; we have some, too. We will (a) make the Services available to Customer and its Authorized Users as described in the Contract; (b) not use or process Customer Data for any purpose without Customer's prior written instructions; provided, however, that "prior written instructions" will be deemed to include use of the Services by Authorized Users and any processing related to such use or otherwise necessary for the performance of the Contract; and (c) when needed we will use a seat to add a Knowingo Development Team member for debugging purposes to make sure Service remains available to Customer and its Authorized Users and performs according to the description in the Contract. This Knowingo Development Team member will be removed after the debugging process.

Be assured that (a) the Services will perform materially in accordance with our then-current Documentation pages; and (b) subject to the "Non-Knowingo Products" and "Downgrade for Non-Payment" sections, we will not materially decrease the functionality of a Service during a subscription term. For any breach of a warranty in this section, Customer's exclusive remedies are those described in the sections titled "Termination for Cause" and "Effect of Termination".

## Keeping the Services Available

For some of our Services, we also offer specific uptime commitments paired with credits, if we fall short. In those cases, the credits will serve as what the lawyers call liquidated damages and will be Customer's sole remedy for the downtime and related inconvenience. The credits serve as a discount towards Customer next subscription period. For all Service plans, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. We expect planned downtime to be infrequent but will endeavor to provide Customer with advance notice (e.g., through the Services), if we think it may exceed five (5) continuous minutes.

## **Protecting Customer Data**

The protection of Customer Data is a top priority for us so we will maintain administrative, physical, and technical safeguards. Those safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Customer Data by our personnel. Before sharing Customer Data with any of our third party service providers, we will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access. Customer (not us) bears sole responsibility for adequate security, protection and backup of Customer Data when in Customer's or its representatives' or agents' possession or control or when Customer chooses to use unencrypted gateways to connect to the Services. We are not responsible for what Customer's Authorized Users or Non-Knowingo Products do with Customer Data. That is Customer's responsibility.

## **The Knowingo Extended Family**

We may leverage our employees, those of our corporate affiliates and third party contractors (the "Knowingo Extended Family") in exercising our rights and performing our obligations under the Contract. We will be responsible for the Knowingo Extended Family's compliance with our obligations under the Contract.

# Ownership and Proprietary Rights

## What's Yours is Yours...

As between us on the one hand, and Customer and any Authorized Users on the other, Customer will own all Customer Data. Subject to the terms and conditions of the Contract, Customer (for itself and all of its Authorized Users) grants us and the Knowingo Extended Family a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Customer Data, and any Non-Knowingo Products created by or for Customer, only as reasonably necessary (a) to provide, maintain and improve the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law or as permitted by the Data Request Policy; and (d) as expressly permitted in writing by Customer. Customer represents and warrants that it has secured all rights in and to Customer Data from its Authorized Users as may be necessary to grant this license.

## And What's Ours is Ours

We own and will continue to own our Services, including all related intellectual property rights. We may make software components available, via app stores or other channels, as part of the Services. We grant to Customer a non-sublicensable, non-transferable, non-exclusive, limited license for Customer and its Authorized Users to use the object code version of these components, but solely as necessary to use the Services and in accordance with the Contract and the User Terms. All of our rights not expressly granted by this license are hereby retained.

# Term and Termination

## Contract Term

A free subscription will continue until a set expiration date, which will be determined by Knowingo in agreement with Customer. Paid subscriptions can only be terminated once the contract period reaches its previously agreed upon end date or is otherwise terminated for Cause (See "Termination for Cause"). The Contract remains in effect until the subscription ordered under the Contract has expired or been terminated or the Contract itself terminates. Termination of the Contract will terminate the subscription.

## Auto-Renewal

Unless an Order Form says something different, (a) all subscriptions automatically renew (without the need to go through the Services-interface "check-out" or execute a renewal Order Form) for additional periods equal to one (1) year or the preceding term, whichever is shorter; and (b) the per-unit pricing during any automatic renewal term will remain the same as it was during the immediately prior term. Either party can give the other notice of non-renewal at least thirty (30) days before the end of a subscription term to stop the subscriptions from automatically renewing.

## Termination for Cause

We or Customer may terminate the Contract on notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. Customer is responsible for its Authorized Users, including for any breaches of this Contract caused by its Authorized Users. We may terminate the Contract immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorized Users in violation of applicable law.

## Termination Without Cause

Customer may terminate its free subscriptions immediately without cause. We may also terminate Customer's free subscriptions without cause, but we will provide Customer with fourteen (14) days prior written notice.

### **Effect of Termination**

Upon any termination for cause by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by us, Customer will pay any unpaid fees covering the remainder of the term of those subscriptions after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

### **Data Portability and Deletion**

We are custodians of Customer Data. During the term of an organization's subscription, Customer will be permitted to export or share certain Customer Data from the Services. Customer acknowledges and agrees that the ability to export or share Customer Data may be limited or unavailable depending on the Services plan in effect. Following termination or expiration of an organization's subscription, we will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in our systems or otherwise in our possession or under our control.

## **Representations; Disclaimer of Warranties**

Customer represents and warrants that it has validly entered into the Contract and has the legal power to do so. Customer further represents and warrants that it is responsible for the conduct of its Authorized Users and their compliance with the terms of this Contract and the User Terms. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

## Limitation of Liability

OTHER THAN IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER CUSTOMER'S OR THE KNOWINGO EXTENDED FAMILY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT OR THE USER TERMS (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "PAYMENT TERMS" SECTION ABOVE.

IN NO EVENT WILL EITHER CUSTOMER OR ANY MEMBER OF THE KNOWINGO EXTENDED FAMILY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Additionally, Customer is responsible for all login credentials, including usernames and passwords, for administrator accounts as well the accounts of your Authorized Users. We will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else, if such information is not kept confidential by Customer or its Authorized Users, or if such information is correctly provided by an unauthorized third party logging into and accessing the Services.

The limitations under this "Limitation of Liability" section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this "Limitation of Liability" section allocate the risks under this Contract between the parties, and the parties have relied on these limitations in determining whether to enter into this Contract and the pricing for the Services.

## Our Indemnification of Customer

We will defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands alleging that the use of the Services as permitted under the Contract infringes or misappropriates a third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer for all reasonable attorney's fees incurred and damages and other costs finally awarded against Customer in connection with or as a result of, and for amounts paid by Customer under a settlement we approve of in connection with, a Claim Against Customer; provided, however, that we will have no liability if a Claim Against Customer arises from (a) Customer Data or Non-Knowingo Products; and (b) any modification, combination or development of the Services that is not performed by us, including in the use of any application programming interface (API). Customer must provide us with prompt written notice of any Claim Against Customer and allow us the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting our defense and settlement of such matter. This section states our sole liability with respect to, and Customer's exclusive remedy against us and the Knowingo Extended Family for, any Claim Against Customer.

## Customer's Indemnification of Us

Customer will defend Knowingo and the members of the Knowingo Extended Family (collectively, the "Knowingo Indemnified Parties") from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to Customer's or any of its Authorized Users' violation of the Contract or the User Terms (a "Claim Against Us"), and will indemnify the Knowingo Indemnified Parties for all reasonable attorney's fees incurred and damages and other costs finally awarded against a Knowingo Indemnified Party in connection with or as a result of, and for amounts paid by a Knowingo Indemnified Party under a settlement Customer approves of in connection with, a Claim Against Us. We must provide Customer with prompt written notice of any Claim Against Us and allow Customer the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Customer's defense and settlement of such matter. This section states your sole liability with respect to, and the Knowingo Indemnified Parties' exclusive remedy against Customer for, any Claim Against Us.



## Limitations On Indemnifications

Notwithstanding anything contained in the two preceding sections, (a) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and (b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the indemnified parties, (iii) the settlement does not include a full release of liability for the indemnified parties, or (iv) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.

## Confidentiality

### Confidential Information

Each party ("Disclosing Party") may disclose "Confidential Information" to the other party ("Receiving Party") in connection with the Contract, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including all Order Forms, as well as non-public business, product, technology and marketing information. Confidential Information of Customer includes Customer Data. If something is labeled "Confidential," that's a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

## **Protection and Use of Confidential Information**

The Receiving Party will (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Contract ; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.

## **Compelled Access or Disclosure**

The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. Without limiting the foregoing, please review the Data Request Policy for details on how requests may be made for the disclosure of Customer Data and how we will handle those requests. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

## **Survival**

The sections titled "Feedback is Welcome," "Non-Kowingo Products," "Our Removal Rights," "Payment Terms," "The Knowingo Extended Family," "What's Yours is Yours ...," "And What's Ours is Ours," "Effect of Termination," "Data Portability and Deletion," "Representations; Disclaimer of Warranties," "Limitation of Liability," "Our Indemnification of Customer," "Customer's Indemnification of Us," "Limitations on Indemnifications," "Confidentiality" and "Survival," as well as all of the provisions under the general heading "General Provisions," will survive any termination or expiration of the Contract.

# General Provisions

## Publicity

Customer grants us the right to use Customer's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to Customer's standard trademark usage guidelines as provided to us from time-to-time. We don't want to list customers who don't want to be listed, so Customer may send us an email to support@knowingo.com stating that it does not wish to be used as a reference.

## Force Majeure

Neither us nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

## Relationship of the Parties; No Third Party Beneficiaries

The parties are independent contractors. The Contract does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to the Contract.

## Email and Knowingo Messages

Except as otherwise set forth herein, all notices under the Contract will be by email, although we may instead choose to provide notice to Customer through the Services (e.g., a push notification). Notices to Knowingo will be sent to support@knowingo.com, including legal notices. Notices will be deemed to have been duly given (a) the day after it is sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.

## **Modifications**

As our business evolves, we may change these Customer Terms and the other components of the Contract (except any Order Forms). If we make a material change to the Contract, we will provide Customer with reasonable notice prior to the change taking effect, either by emailing the email address associated with Customer's account or by messaging Customer through the Services. Customer can review the most current version of the Customer Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Contract. The materially revised Contract will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If Customer (or any Authorized User) accesses or uses the Services after the effective date, that use will constitute Customer's acceptance of any revised terms and conditions.

## **Waiver**

No failure or delay by either party in exercising any right under the Contract will constitute a waiver of that right. No waiver under the Contract will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

## **Severability**

The Contract will be enforced to the fullest extent permitted under applicable law. If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Contract will remain in effect.

## **Assignment**

Except with respect to the Knowingo Extended Family, neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Contract in its entirety (including all Order Forms), without consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Customer will keep its billing and contact information current at all times by notifying Knowingo of any changes. Any purported assignment in violation of this section is void. A party's sole remedy for any purported assignment by the other party in breach of this section will be, at the non-assigning party's election, termination of the Contract upon written notice to the assigning party. In the event of such a termination by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

## **Governing Law**

The Contract, and any disputes arising out of or related hereto, will be governed exclusively by the laws of the Netherlands, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

## **Venue; Fees**

The state court located in The Hague, Netherlands will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Contract or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the Contract, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

## Entire Agreement


The Contract, including these Customer Terms and all referenced pages and Order Forms, if applicable, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, the Contract supersedes the terms of any online agreement electronically accepted by Customer or any Authorized Users. However, to the extent of any conflict or inconsistency between the provisions in these Customer Terms and any other documents or pages referenced in these Customer Terms, the following order of precedence will apply: (1) the terms of any Order Form (if any), (2) the portions of the Customer-Specific Supplement that apply to Customer (if any), (3) the Customer Terms and (4) finally any other documents or pages referenced in the Terms. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms) will be incorporated into or form any part of the Contract, and all such terms or conditions will be null and void.

## Contact Us

Please also feel free to contact us if you have any questions about Knowingo's Customer Terms of Service. You may contact us at [support@knowingo.com](mailto:support@knowingo.com) or at our mailing address below:

 Willemstraat 5, 4811AH, Breda, Netherlands

 [support@knowingo.com](mailto:support@knowingo.com)

 +31 (0)88 4233 000

