

END USER LICENSE AGREEMENT

1. **Introduction.** This Agreement is between KnowledgeStart and end user ("User") of this Copyrighted software. On the terms and subject to the conditions of this Agreement, KnowledgeStart shall license, provide, and deliver, and the user has accepted through payment and consideration, computer software and services as provided in this Agreement. **THIS IS THE END-USER LICENSE AGREEMENT FOR KNOWLEDGESTART'S DIVERSITY AND INCLUSION E-LEARNING COURSE. IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM LOGIN:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and KnowledgeStart, Inc. for the KnowledgeStart software product(s) identified above which may include associated software components, media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By logging in, accessing, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. This license agreement represents the entire agreement concerning the program between you and KnowledgeStart (referred to as "licenser"), and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.
2. **License**
 - 2.1. Subject to the terms and conditions of this Agreement, KnowledgeStart grants User, and User accepts, a nontransferable and nonexclusive worldwide license to use in object code form only the KnowledgeStart software and materials found within this portal (the "Software Product") and any user manuals and other documentation generally made available or delivered by KnowledgeStart in connection with the Software (the "Documentation"). The Site (as defined herein), Software and Documentation and any and all copies, updates or modifications thereto are referred to collectively as the "Software Product". User may use and access the Software solely through an approved web site identified by KnowledgeStart in writing from time to time (the "Site").
 - 2.2. The Software Product may be used by, and accessed for the benefit of one individual Authorized User ("Authorized User"). Any limitations on the number of Authorized Users will be identified by KnowledgeStart at time of purchase. User shall be responsible for their use of the Software and their compliance with the terms of this Agreement. Each party also acknowledges that access to the Software from outside the United States, or other export of the Software, is subject to U.S. export laws, and agrees to comply with such export laws.
 - 2.3. Use of the Software Product is also subject to any additional limitations and restrictions set forth by KnowledgeStart.
 - 2.4. User acknowledges KnowledgeStart's claim that KnowledgeStart is the sole owner of all intellectual property rights in and to the Software Product. User will not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Software or Site or that appear during the use of the Software. KnowledgeStart reserves all rights in the Software Product not expressly granted to User hereunder.
3. **Set-up and Hosting**
 - 3.1. KnowledgeStart agrees to provide the set-up, implementation, and hosting of the Software for User in KnowledgeStart's data center on an application service provider basis in accordance with the terms of this Agreement. User's right to use the Software is limited to access over the Internet to the Software Product hosted by KnowledgeStart, unless noted in this Agreement..
 - 3.2. Unless otherwise agreed in writing by the parties, User shall have sole responsibility for acquiring and maintaining their own technology environment, including but not limited to PC's, operating systems, Internet access, local area networks, and wide area networks.
 - 3.3. For purposes of this Agreement, "User Content" means all data and information (i) submitted to KnowledgeStart or KnowledgeStart personnel by or on behalf of User or by Authorized Users, (ii) obtained, developed or produced by KnowledgeStart or KnowledgeStart personnel in connection with this Agreement, or (iii) to which KnowledgeStart or KnowledgeStart personnel have access in connection with the provision of the Services, and includes, without limitation, User marks, text, pictures, sound, graphics, video, information and data supplied by User or Authorized Users to KnowledgeStart and all derivatives thereof. As between KnowledgeStart and User, User shall own all intellectual property rights in and to the User Content and shall be considered User's Confidential Information.

4. Fees and Expenses

- 4.1. User shall pay KnowledgeStart the Fees set forth at time of purchase and in accordance with the terms and conditions set forth therein. KnowledgeStart's out-of pocket expenses are not recompensable hereunder.
- 4.2. User shall be responsible for any and all applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement, including but not limited to state and local privilege, excise, sales, and use taxes and any taxes or amounts in lieu thereof paid or payable by KnowledgeStart, but excluding taxes based upon the net income of KnowledgeStart.
- 4.3. Certain Fees may be based on the number of Authorized Users. User may increase the number of Authorized Users by purchasing additional licenses. Additional Users will also be subject to this Agreement. All invoices for additional Authorized Users are due within thirty (30) days of invoice date. Increases in the number of Authorized Users will also affect the Fees for renewal terms.
- 4.4. KnowledgeStart may from time to time propose the addition of certain software modules and products licensed hereunder. User agrees to such additions to the Software Product as upgrades and newer versions become available via this portal.

5. Confidentiality

- 5.1. As used herein, KnowledgeStart's "Confidential Information" will mean the Software Products and all other materials furnished by KnowledgeStart that are expressly identified or marked by KnowledgeStart as "confidential". As used herein, User "Confidential Information" will mean information or materials about User or any of its affiliates, whether or not proprietary to User or any of its affiliates, whether disclosed intentionally by or acquired unintentionally from User, any affiliate, any of its other service providers, agents or representatives or any director, officer or employee of any of the foregoing, whether in written, electronic, visual or oral form, regardless of how transmitted, and whether or not marked "confidential" or "proprietary", including, without limitation information concerning past, present or prospective products, assets, services, systems, customers, employees, financial professionals, shareholders, agents, representatives, finances, books and/or records, business affairs and/or relationships, business plans, trade secrets, methods of operations, distribution and/or marketing strategies and/or procedures or other internal matters. User's Confidential Information also includes any personal, financial or identifying information of an individual person including, without limitation, any past, present or prospective individuals who are customers, directors, officers, employees, financial professionals, shareholders, agents or representatives of User or any of its affiliates, as name, address, telephone numbers, sex, age, social security number, account and/or employee numbers, finances, business, health, employment, credit standing, history, hobbies and personal relations and any list, description or other grouping directly or indirectly derived in whole or part therefrom. ("Personal Information") and information, directly or indirectly, derived by or on behalf of KnowledgeStart from User Confidential Information, using User Confidential Information exclusively or combined with other information, and information obtained by KnowledgeStart from third parties to expand upon, support or elucidate User's Confidential Information and summaries and analyses of or involving User's Confidential Information
- 5.2. The Party receiving ("Receiving Party") Confidential Information of the other Party ("Disclosing Party") will exercise at least the same degree of care with respect to the Disclosing Party's Confidential Information that the Receiving Party exercises to protect its own Confidential Information, but in no event shall the Disclosing Party use less than reasonable care. The Receiving Party will only use or reproduce the Disclosing Party's Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations under this Agreement. Further, the Receiving Party may disclose the Disclosing Party's Confidential Information to the directors, officers and/or employees of Receiving Party who have a need to know such information (and only to the extent necessary) in order to fulfill the purposes contemplated by the Agreement ("Qualified Staff Persons"), provided that Receiving Party has first informed such Qualified Staff Persons of the obligations imposed by this Section and remains liable at all times for the acts or omissions of its Qualified Staff Persons
- 5.3. Receiving Party shall not disclose Confidential Information to any other person, including without limitation any of its subsidiaries, affiliates, authorized subcontractors or other agents or representatives except such persons who have a need to know such information in order to fulfill the purposes contemplated by the Agreement. Each such person must execute a written confidentiality agreement on substantially the same terms and conditions as set forth in this Section and provide a copy of such agreement to the Disclosing Party upon request. Any breach of confidentiality by such person shall be deemed to be a breach by Receiving Party of Receiving Party's obligations hereunder
- 5.4. KnowledgeStart warrants and represents that it has adopted and implemented, and covenants that it will maintain, a comprehensive information security program ("KnowledgeStart's Information Security Program") incorporating administrative, technical, and physical safeguards (a) to ensure the confidentiality of Confidential

Personal Information in its possession or control; (b) to protect against any anticipated threats or hazards to the security or integrity of Confidential Personal Information; (c) to protect against unauthorized access to or use of Confidential Personal Information, including without limitation programs to train KnowledgeStart's personnel and agents in safeguarding the same, (d) to prevent the loss, destruction or alteration of User's Confidential Information, and (e) to destroy all electronic and hard-copy materials containing User Confidential Information which KnowledgeStart is permitted or required to destroy hereunder in a safe and secure manner

- 5.5. KnowledgeStart shall regularly audit and review KnowledgeStart's Information Security Program to ensure its continued effectiveness to safeguard User's Confidential Information as required herein and determine whether adjustments are necessary in light of circumstances including, without limitation, changes in technology, information systems, new or revised regulations, industry best practices or changing threats or hazards to User's Confidential Information. KnowledgeStart shall promptly notify User of any material changes to KnowledgeStart's Information Security Program and will promptly answer inquiries from User about KnowledgeStart's Information Security Program and provide User, on request, with a written copy of its current data security policies and procedures relating to KnowledgeStart's Information Security Program and any modifications, additions and/or amendments thereto, together with such supporting materials including without limitation plans, studies, reviews, audits, audit trails and/or assessments, as User may from time to time reasonably request
- 5.6. Upon reasonable request by User, KnowledgeStart shall permit User or its representative the right to audit KnowledgeStart's Information Security Program and its data security policies and procedures, and shall grant User or its representative such access to its offices, records, files and facilities as User or such representative may request, on reasonable advance notice during normal business hours, to confirm KnowledgeStart's compliance with the requirements of this Agreement with respect thereto
- 5.7. KnowledgeStart shall notify User and or their Chief Privacy Officer of any actual or suspected security breaches relating to User's Confidential Information by both telephone and e-mail within twelve (12) hours of such discovery, notification or conclusion and simultaneously send hardcopies of such e-mail notice by generally recognized overnight delivery service to User. KnowledgeStart shall promptly investigate any actual or suspected breach to determine if such security breach actually occurred, the causes thereof and the nature and extent of all User Confidential Information, if any, affected by such security breach and shall proceed as quickly as reasonably possible (i) to mitigate any adverse impact or other harm to User and any affected individuals resulting from such security breach as User may direct and (ii) to prevent similar security breaches from occurring in the future. KnowledgeStart will keep User's Chief Privacy Officer fully informed of all stages of its investigation and all actions taken as a result thereof and deliver to User and its Chief Privacy Officer, as soon as the same has been determined, a written report regarding the nature of the security breach, the nature and extent of the Confidential Personal Information affected, the steps taken to mitigate the adverse impact or other harm and the actions taken to prevent similar breaches from occurring in the future
- 5.8. KnowledgeStart understands and acknowledges that any security breach of Confidential Information may impose obligations on User to notify affected individuals as well as regulators of such security breach and take steps, among others, to mitigate any adverse impact or other harm to its customers and/or prospective customers arising from such security breach. KnowledgeStart agrees to cooperate with and assist User in meeting all such obligations
- 5.9. Notwithstanding anything to the contrary herein, Receiving Party shall have no obligation to preserve the confidentiality of any Confidential Information which:
 - 5.9.1. is or becomes publicly known (other than through unauthorized disclosure by the Disclosing Party) and is available to Receiving Party without use of or reference to any of Disclosing Party's Confidential Information;
 - 5.9.2. at the time of disclosure to Receiving Party, is already in the possession of or known to Receiving Party and is available to Receiving Party without use of or reference to any of Disclosing Party's Confidential Information and is not subject to any other confidentiality undertaking;
 - 5.9.3. is disclosed to Receiving Party by any person or entity other than Disclosing Party and is available to Receiving Party without use of or reference to any of Disclosing Party's Confidential Information and is not subject to any other confidentiality undertaking; or
 - 5.9.4. is developed by Receiving Party without use of or reference to any Confidential Information or any other information subject to a confidentiality undertaking.
 - 5.9.5. The foregoing exceptions shall not apply to Personal Information.
- 5.10. In the event that Receiving Party becomes legally compelled by a court of competent jurisdiction or by a governmental body to disclose any Confidential Information, Receiving Party will give Disclosing Party prompt

written notice of such requirement, together with a copy of such demand, to enable Disclosing Party to seek a protective order or other remedy. In the event that Disclosing Party elects not to seek or is unable to obtain a protective order or other remedy, Receiving Party will only disclose that portion of the Disclosing Party's Confidential Information which it is advised in writing by its legal counsel is legally required to be disclosed and will make reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information

- 5.11. Except as otherwise expressly provided in this Agreement, Receiving Party will, and will cause all others in possession to, return to Disclosing Party (or such third party or parties as Disclosing Party may designate in writing) all documents and materials (and all copies thereof) containing Confidential Information, whether in hardcopy, electronic form or otherwise, promptly following termination of this Agreement, with or without cause. The Receiving Party will certify in writing that it has fully complied with its obligations under this Section within seven (7) days after its receipt of a request from the Disclosing Party for such a certification. This **Section 6** shall survive the termination or expiration of this Agreement.
- 5.12. KnowledgeStart will physically segregate User's Confidential Information from similar information for other legal entities. This segregation will apply to any of User's data in production, as well as for any situations where User's actual data is used for testing.
- 5.13. KnowledgeStart may include User's name in a list of its Users. Except as otherwise set forth in the previous sentence, KnowledgeStart will not disclose the identity of User as a customer of KnowledgeStart or the existence, nature or terms of this Agreement, without the prior written consent of User, which User may withhold in its sole discretion. Neither party will use the other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols or brand names or otherwise refer to or identify the other party in advertising, publicity releases, or promotional or marketing publications or correspondence to third parties without, in each case, securing the prior written consent of the other party.

6. Term and Termination

- 6.1. This Agreement will be effective for [12] months as of the date of license purchase.
- 6.2. Either party may terminate this Agreement upon thirty (30) days prior written notice if the other materially breaches any of the terms and conditions of this Agreement and such breach is not cured within the thirty (30) day period.
- 6.3. Upon expiration or termination of this Agreement for any reason, KnowledgeStart shall, upon User's request and at User's expense, provide such services as may be reasonably required to facilitate the transfer of any affected services to User or a third-party service provider designated by User, including providing User or third-party personnel with training in the performance of the affected services.
- 6.4. The parties agree to work together in good faith to resolve any dispute regarding this Agreement internally and by escalating it to higher levels of management prior to resorting to litigation, provided however either party may seek injunctive relief to protect its interests at any time in any court of competent jurisdiction.
- 6.5. The terms provided in Sections 5, 6, 7, 10, and 11 of this Agreement shall survive any termination of this Agreement.

7. End User Support

KnowledgeStart, Inc. ("KnowledgeStart") will provide the Support Services listed below for the Software Product and the two contacts ("Designated Contacts") named by User on Page 3 of this Exhibit.

7.1. SUPPORT

KnowledgeStart will establish and maintain an organization and process to provide support for the Software Product to User. Support shall include (i) diagnosis of problems or performance deficiencies of the Software Product and (ii) a resolution of the problem or performance deficiencies of the Software Product.

KnowledgeStart will provide telephone and email software support on a business day basis. Business days are defined as 9:00 AM through 5:00 PM eastern standard time, excluding holidays and weekends.

KnowledgeStart will use its best efforts to cure, as described below, reported errors in the Software Product. KnowledgeStart utilizes the following four (4) severity levels to categorize reported problems with the Software Product ("Problems"):

7.1.1. SEVERITY 1 CRITICAL BUSINESS IMPACT

The impact of the reported Problem is such that the customer is unable to either use the Software Product or reasonably continue work using the Software Product. KnowledgeStart will commence work on resolving the Problem within one (1) hour of notification (Severity 1 Response Time) and will provide a resolution to the Severity 1 Problem within 2 Business Days (Severity 1 Resolution Time).

7.1.2. SEVERITY 2 SIGNIFICANT BUSINESS IMPACT

Important features of the Software Product are not working properly and there are no acceptable, alternative solutions. While other areas of the Software Product are not impacted, the reported Problem has created a significant, negative impact on the User's productivity or service level. KnowledgeStart will commence work on resolving the Problem within two (2) hours of notification (Severity 2 Response Time) and will provide a resolution to the Severity 2 Problem within 3 Business Days (Severity 2 Resolution Time).

7.1.3. SEVERITY 3 SOME BUSINESS IMPACT

Important features of the Software Product are unavailable, but an alternative solution is available or non-essential features of the Software Product are unavailable with no alternative solution. The customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. KnowledgeStart will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

7.1.4. SEVERITY 4 MINIMAL BUSINESS IMPACT

User submits a Software Product information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of the Software Product by the User is continuing and there is no negative impact on productivity. KnowledgeStart will provide an initial response regarding the request within one (1) business week.

With respect to severity one (1) and severity two (2) reported deficiencies, KnowledgeStart may, with the concurrence of the User, elect to have senior support or development staff help accelerate problem resolution. The User will not be responsible for the costs associated with this escalated problem resolution if the problem is determined to be related to supported Software Product. If it is determined that the problem was not related to the supported Software Product, the User agrees to pay reasonable consulting fees as per KnowledgeStart's standard consulting rates of \$100 USD per hour. KnowledgeStart acknowledges and agrees that User will not reimburse KnowledgeStart for any travel time associated with Support Services.

7.2. MAINTENANCE

During the term of the Agreement, KnowledgeStart will provide the User with copyrighted patches, updates, releases and new versions of the Software Product along with other generally available technical material. These maintenance materials including the Software Product may not be used to increase the licensed number of versions or copies of the Software Product. The User agrees not to use or transfer the prior version but to destroy or archive the prior version of the Software Product. All patches, updates, release and new versions shall be subject to the terms of the Agreement related to the Software Product.

7.3. WARRANTY

KnowledgeStart will undertake all reasonable efforts to provide technical assistance under the Agreement and to rectify or provide solutions to problems where the Software Product does not function as described in the Documentation or pursuant to the terms of the Agreement, but KnowledgeStart does not guarantee that Software Product problems will be solved or that any item will be error-free. The User acknowledges that acceptance testing, as outlined in the License and Hosting Agreement, has been offered to reduce product non-conformities. Once the product has been accepted by User, any errors or desired changes in text, audio, or aesthetics will be assessed to determine a remedy and any additional costs to make modifications. Such support will not be treated as a severity support issue where the User will not be eligible for financial incentive remedies or reimbursement. Additional fees may be assessed by KnowledgeStart and reviewed with the User in this event. Support Services are only applicable to KnowledgeStart Software Product running under the certified environments specified in the Licensing Agreement. As long as User has paid for a subscription based license (which includes Support Services for the Software Product in accordance with the terms of the Licensing Agreement, including this Exhibit) KnowledgeStart shall not discontinue Software Products or versions during the term of the license, or otherwise discontinue the Support Services on the Software Product.

7.4. REMEDIES.

7.4.1. Financial Incentives. Financial penalties will apply when KnowledgeStart fails to meet the response and resolution measures set forth herein.

7.4.2. Determination. In the event that User believes that KnowledgeStart has not met the agreed criteria relating to the Software Product and wishes to impose the penalties listed below, User will provide detailed information to KnowledgeStart surrounding the issue in a format mutually agreed upon. Severity 1 and Severity Level 2 Response and Resolution Times will be calculated from the initial report of the Problem to Problem completion based upon the Business Hours set out in Section 1 of this Exhibit.

7.4.3. Matrix. If KnowledgeStart fails to meet the Severity 1 Critical Business Impact Response and Resolution Times or Severity Level 2 Significant Business Impact Response and Resolution Times and if such failure is due solely to KnowledgeStart's actions or omissions, KnowledgeStart shall deduct from KnowledgeStart's annual invoice to the applicable penalties set following matrix: an amount equal accumulation of forth in the

Response Time	5% of Monthly Licensing Fee for each missed Response Time objective.	5% of Monthly Licensing Fee for each missed Response Time objective.
Resolution Time	5% of Monthly Licensing Fee for each missed Resolution Time objective with an additional 5% penalty for each successive 72-hour period thereafter.	5% of Monthly Licensing Fee for each missed Resolution Time objective with an additional 5% penalty for each successive Severity 2 Resolution Time objective period thereafter.

Monthly Support Fee is calculated as follows: the annual Fee (as set forth in Licensing Agreement) divided by 12 = Monthly Licensing Fee.

Further, the amount of financial penalties as a percentage of the Monthly Licensing Fee in any given month will not exceed 50% per month of the Monthly Licensing Fee.

8. Warranties; Disclaimers

8.1. Each party warrants and represents that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. In addition, KnowledgeStart warrants and represents throughout the term that: (1) the Software Product will substantially conform to the Documentation and will operate in accordance with this Agreement; and (2) all services provided hereunder will conform to the description of the services set forth herein and will be performed in a professional manner by qualified personnel. If it does not, KnowledgeStart will either make it conform or replace it with conforming Software Product. If KnowledgeStart is unable or willing to do either of the foregoing, then User may terminate this Agreement and KnowledgeStart shall promptly refund any unused portion of the Fees for the Software Products at issue for the current term.

8.2. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF CUSTOMER USAGE IN THE TRADE OR BY COURSE OF DEALING.

9. Liability

9.1. EXCEPT FOR A PARTY'S OBLIGATION PURSUANT TO SECTION 11 BELOW OR A BREACH BY A PARTY OF ITS OBLIGATIONS PURSUANT TO SECTION 5, THE LIMIT OF PARTY'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR BY STATUTE OR OTHERWISE) TO

THE OTHER PARTY OR TO ANY THIRD PARTY CONCERNING PERFORMANCE OR NON-PERFORMANCE BY SUCH PARTY, OR IN ANY MANNER RELATED TO THIS AGREEMENT, FOR ANY AND ALL CLAIMS SHALL NOT EXCEED IN THE AGGREGATE THE FEES PAID AND DUE AND PAYABLE BY USER TO KNOWLEDGESTART HEREUNDER DURING THE THEN-CURRENT TERM.

- 9.2. EXCEPT FOR A PARTY'S OBLIGATION PURSUANT TO SECTION 11 BELOW OR A BREACH BY A PARTY OF ITS OBLIGATIONS PURSUANT TO SECTION 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE LOSS, DAMAGE OR EXPENSES WHETHER ARISING IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS, DATA, OR THE COST OF RECREATING LOST DATA), EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

10. Indemnification

- 10.1. If a claim of copyright, patent, trademark, trade secret, or other intellectual property rights violation is made against User, its Affiliates or any Authorized User) (the "Indemnified Parties") relating to the Software Product or other materials provided by KnowledgeStart hereunder, KnowledgeStart agrees to indemnify, defend and hold User from and against such claim. User may participate at User's own expense.
- 10.2. In addition to, and not in lieu of, KnowledgeStart's obligations pursuant to Section 10.1, if such a claim is made or, in KnowledgeStart's opinion, is likely to be made, KnowledgeStart, may modify the Software Product, obtain rights for the User to continue using the Software Product, or, if neither of the foregoing options are commercially reasonable, terminate User's use of the Software Product at issue and refund the Subscription Fees received from User for the Software Product(s) at issue during the then current term for license of such Software Products.

11. Miscellaneous

- 11.1. Neither party shall be liable for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the party affected, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other act of God. However, to the extent that the party delaying or failing to perform its obligations herein is unable to remedy such delay or failure within thirty (30) days, the delay or failure will be treated as a breach and the other party may terminate the Agreement without further liability. In order to avail itself of the relief provided in this Section for an excusable delay, the party must act with due diligence to remedy the cause of, or to mitigate or overcome, such delay or failure.
- 11.2. This Agreement, including all Attachments, constitutes the entire understanding of the parties with respect to its subject matter, and supersedes all prior or contemporaneous written and oral agreements with respect to its subject matter. Except as provided expressly herein, this Agreement shall not be modified, amended, or in any way altered except by a writing executed by both of the parties. No waiver of any provision of this Agreement, or of any rights or obligations of any party hereunder, will be effective unless in writing and signed by the party waiving compliance. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.
- 11.3. Headings used in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.
- 11.4. This Agreement shall be interpreted, construed, and governed by the laws of the Pennsylvania, without regard to conflict of law provisions. The parties agree that in any dispute arising out of this Agreement, jurisdiction and venue shall be in the county of Montgomery, Pennsylvania.
- 11.5. All notices required or permitted hereunder shall be in writing, delivered personally or by telephonic facsimile, certified or registered mail, or overnight delivery by an established national delivery service at the respective addresses first set forth above. Notices to KnowledgeStart shall be sent to the attention of President or to such other person designated by KnowledgeStart in a written notice to User. Notices to User shall be sent to the attention of the User financial contact set forth on the Cover Page or to such other person designated by User in a written notice to KnowledgeStart. All notices shall be deemed effective upon personal delivery; or or when received if sent by certified or registered mail or by overnight delivery. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier confirmation of delivery.
- 11.6. User may assign this Agreement or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to (i) an Affiliate, (ii) User's successor pursuant to a merger, reorganization, consolidation or sale, or (iii) an entity that acquires all or substantially all of that portion of User's assets or business for which the Software Products are being used. Except as otherwise provided above, neither party may assign this Agreement or any of its rights or interests hereunder, nor delegate any obligation to be performed hereunder,

without the prior written consent of the other party. Any attempted assignment or delegation in contravention of this Section shall be null and void, and of no force or effect. This Agreement shall be binding upon, and shall inure to the benefit of, the legal successors and permitted assigns of the parties

11.7. No course of dealing, failure by either party to require the strict performance of any obligation assumed by the other hereunder, or failure by either party to exercise any right or remedy to which it is entitled, shall constitute a waiver or cause a diminution of the obligations or rights provided under this Agreement. No provision of this Agreement shall be deemed to have been waived by any act or knowledge of either party, but only by a written instrument signed by a duly authorized representative of the party to be bound thereby. Waiver by either party of any default shall not constitute a waiver of any other or subsequent default.