

**LICENSE AGREEMENT  
BETWEEN THE CITY OF REDONDO BEACH AND KNOWBE4, INC.**

The Kevin Mitnick Security Awareness Training (the "Software") contains computer programs and other proprietary material and information, the use of which is subject to and expressly conditioned upon acceptance of the terms and conditions set forth in this License Agreement (this "License Agreement"). This License Agreement is a legally binding document between the City of Redondo Beach, Inc., a Chartered Municipal Corporation (the "City") and KnowBe4, Inc. ("KnowBe4"), a Delaware Corporation. Unless agreed otherwise to in a mutually executed amendment, this License Agreement governs City's use of the Software.

By proceeding with the installation, downloading, or use of the Software or authorizing any other person to do so, you are representing to KnowBe4 that you are (i) authorized to bind the City; and (ii) agreeing on behalf of the City that the terms of this License shall govern your relationship with KnowBe4 with regard to the subject matter in this License Agreement and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this License Agreement.

1. License. KnowBe4 grants to the City, for internal productive use and not for resale, a limited, non-exclusive, non-transferable license ("License") to access and use the Software specified in the attached quote specifying terms of access for the Software ("Quote"). The Software is being licensed to you and not sold. Additional restrictions on use of the Software shall be specified in the applicable Quote, and these license terms shall be incorporated as part of the Quote. City may use the Software solely to train no more than the number of City's employees specified in the Quote. Access will be provided only to employees of City and independent contractors acting as authorized agents of City accessing the Software from the domains listed in the Quote. KnowBe4 and its licensors and/or suppliers, as applicable, shall retain all right, title and interest to the Software including all patents, copyrights, trademarks, trade secrets, and other proprietary rights thereto. Unless KnowBe4 agrees otherwise in writing, these license terms and the additional restrictions in the Quote are the sole and exclusive terms governing City's use of the Software. City agrees to these license terms and the additional restrictions in the Quote by accessing the Software, executing a Quote or other document which references the Quote, or issuing a purchase order based on the Quote. This License Agreement and Quote constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. If City does not agree to these license terms, City should not access the Software.

2. City Obligations.

2.1 City covenants that it will comply with all applicable laws in connection with its use of the Software, including but not limited to all applicable laws pertaining to mail fraud, access device fraud, identity theft, bank fraud, wire fraud, computer fraud and abuse, privacy protection, email fraud, spam, and the protection of trademarks and copyrights.

2.2 "Customer Content" shall mean information and materials provided by City or its employees or agents, regardless of form, including (without limitation) City trademarks, trade names, service marks, logos and designs, e-mail addresses of City personnel, and images, graphics, and text, in connection with the use of the Software. City shall be solely responsible for the accuracy of all Customer Content and for obtaining all required rights and licenses to use and display all Customer Content in connection with City's use of the Software. When accessing and using the Software, City and its employees and agents



shall not include Customer Content that is obscene, offensive, inappropriate, or that violates any applicable law or regulation, contract, or privacy or other third party right, or that otherwise exposes KnowBe4 or its resellers to civil or criminal liability. City acknowledges that the Software is designed to assist City in training end users and can include developing customized fake cyber security attack campaigns for purposes of employee training, but that City, and not KnowBe4 or any KnowBe4 resellers, shall be solely responsible for compliance with all laws and governmental regulations, and any results in connection with its use of the Software (including any reports or information produced in connection therewith).

2.3 City shall keep the credentials (e.g. usernames and passwords) provided by KnowBe4 and/or chosen by City in connection with the use of the Software confidential and not disclose any such credentials to any third party. In addition, City shall notify KnowBe4 immediately upon the disclosure of any such credentials, and upon any termination of the engagement of any employees or agents of City with knowledge of any such credentials, so that such credentials can be changed. KnowBe4 is not responsible for (i) City's access to the Internet, (ii) interception or interruptions of communications through the Internet not caused by KnowBe4, or (iii) changes or losses of data through the Internet not within KnowBe4's control.

3. Term and Termination. This License Agreement shall remain in effect during the initial term specified in the Quote and for any renewal term as to which the City pays the then current renewal subscription fee. In the event of a material breach of this License Agreement by City, KnowBe4 may immediately terminate this License Agreement and the License to use all Software by written notice to City. For any other breach of this License Agreement, KnowBe4 will provide City with fifteen (15) days written notice of such breach and if City does not cure the breach within the fifteen (15) day notice period, KnowBe4 may immediately terminate this License Agreement and the rights and licenses set forth herein. Upon any termination, City's right to use and access the Software shall be terminated. Written notice shall be provided to the parties and addresses listed on the Quote.

#### 4. Confidentiality.

4.1 City acknowledges that the Software, related documentation, and other confidential information that may be provided by KnowBe4 or its authorized representative or reseller (collectively "Confidential Information") is confidential information of KnowBe4. City agrees not to disclose the Confidential Information to third parties or use the Confidential Information other than in connection with its License rights under this Agreement. City will use at least the same security measures as City uses to protect its own confidential and trade secret information but no less than reasonable measures to protect the Confidential Information. Confidential Information shall not include information: (i) already in City's possession at the time of disclosure, (ii) that is or later becomes part of the public domain through no fault of City, or (iii) is required to be disclosed pursuant to law (including the California Government Code §§ 6250 through 6276.48) or court order provided that City shall notify KnowBe4 prior to such required disclosure.

4.2 City agrees and acknowledges that any breach of the provisions regarding ownership or confidentiality contained in this Agreement shall cause KnowBe4 irreparable harm and KnowBe4 may obtain injunctive relief as well as seek all other remedies available to KnowBe4 in law and in equity in the event of breach or threatened breach of such provisions.



4.3 Customer acknowledges that KnowBe4 may aggregate data from Customer for analysis and reporting, provided that none of the individual data is able to be identified as received from Customer or any of its employees or independent contractors.

## 5. Warranty.

5.1 KnowBe4 warrants that the Software will substantially conform to the documentation for the Software for a period of ninety (90) days beginning the date City is granted initial access to the Software. City's sole remedy and KnowBe4's sole obligation in the event of breach of this warranty is, at City's option, correction of the substantial nonconformity or a refund of the license fee received by KnowBe4 for the Software. The above warranty does not apply in the event that (i) claims result from acts or omissions caused by persons other than KnowBe4 or from products, material, or software not provided by KnowBe4, or (ii) claims are not reported to KnowBe4 within the warranty period or are not documented by City.

5.2 City represents and warrants that it has all the rights, power and authority necessary to grant the rights set forth herein, and hereby grants to KnowBe4 a license to use and access City's domains and information technology systems at City's discretion to enable KnowBe4 to provide the services in accordance with this License Agreement. City further agrees to hold harmless and indemnify KnowBe4, and its subsidiaries, affiliates, officers, agents, and employees from and against any third-party claim arising from or in any way related to City's use of the Software, the services and any breach by the City of this warranty or any other material term of this License Agreement.

5.3 KNOWBE4 DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS RELATED TO THE SOFTWARE AND ACCESS TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY WITH RESPECT TO THE DOCUMENTATION, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

6. Limitation of Liability. IN NO EVENT SHALL KNOWBE4 (OR ANY OF ITS LICENSORS, IF ANY) BE LIABLE TO CITY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR DATA LOSS, EVEN IF KNOWBE4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KNOWBE4'S TOTAL LIABILITY RELATED TO THIS AGREEMENT, REGARDLESS OF THE CLAIM, SHALL NOT EXCEED THE AMOUNT OF THE INITIAL LICENSE FEE RECEIVED BY KNOWBE4 FOR THE LICENSE GIVING RISE TO SUCH LIABILITY.

7. Miscellaneous. City acknowledges that the Software is subject to the laws and export regulations of the United States, and City agrees to comply with all such laws and regulations. This Agreement may not be assigned or transferred by City without the written consent of KnowBe4. This Agreement may not be modified or amended except by a mutually executed amendment by the parties. Any failure of either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or the right of the party thereafter to enforce each and every such provision. In the event any provision of this Agreement is found to be invalid or unenforceable, the parties hereby agree that the court shall enforce such provision to the extent permitted by law and, to the extent such provision is not enforceable, shall enforce the remainder of this Agreement as if such provision were not included in this Agreement. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising

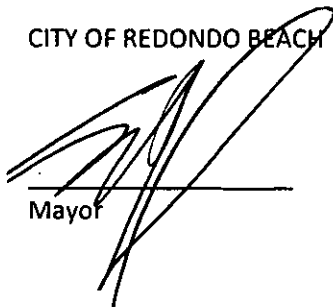


hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

8. Organization. KnowBe4 is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, has corporate power to carry on its business as it is now being conducted, and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification or in which failure to so qualify would have a material adverse impact on it. No proceeding is pending, or to the knowledge of KnowBe4, threatened, involving KnowBe4, in which it is alleged that the nature of its business makes qualification necessary in any additional jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15<sup>th</sup> day of November, 2016.

CITY OF REDONDO BEACH

  
\_\_\_\_\_  
Mayor

ATTEST:

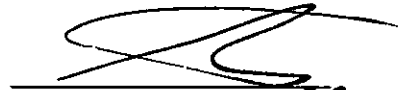
  
\_\_\_\_\_  
City Clerk

KNOWBE4, INC.

By:

Name:

Title:

  
Lars Letonoff  
Chief Revenue Officer

APPROVED:

  
\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney's Office

