

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this "Agreement") is made on June 24, 2020 between KnowBe4, Inc., a Delaware corporation (the "Company"), and its Affiliates (as defined below) and Carmel Unified School District, a California School District, and its Affiliates. For purposes of this Agreement, with respect to any entity, "Affiliate" means any other entity that directly or indirectly controls, is controlled by or is under common control with that entity.

1. *Purpose.* The parties may desire to exchange certain confidential or proprietary information in connection with evaluating, entering into, conducting, and/or performing a potential or existing business transaction or relationship between the parties (the "Purpose").

2. "Confidential Information" means (a) any information disclosed by either party, its Affiliates or any agents of any of them (collectively, the "Disclosing Party") to the other party, its Affiliates or any agents of any of them (collectively, the "Receiving Party"), either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, algorithms, business plans, customer data, customer lists, customer names, designs documents, drawings, engineering information, financial analysis and information, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets or any other information which is designated as "confidential," "proprietary" or some similar designation or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, and anything related to such party's employees, products, services, processes, know-how, discoveries or technology in development (collectively, the "Disclosed Materials") and (b) any information otherwise obtained, directly or indirectly, by the Receiving Party through inspection, review or analysis of the Disclosed Materials. Confidential Information may also include information of a third party that is in the possession of one of the parties and is disclosed to the other party under this Agreement. Confidential Information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party and without breach of this Agreement; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession.

3. *Non-use and Non-disclosure.* Each party agrees not to use any Confidential Information of the other party for any purpose except in furtherance of the Purpose. Each party agrees not to disclose any Confidential Information of the other party, except that, subject to Section 4 below, the Receiving Party may disclose the other party's Confidential Information to the Representatives of the Receiving Party who are required to have the information in furtherance of the Purpose. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that the Receiving Party is legally compelled or is otherwise legally required to disclose; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief (except to the extent the Receiving Party's compliance with the foregoing would cause it to violate a court order or other legal requirement) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody the other party's Confidential Information and that are provided to the party under this Agreement. The term "Representatives" means, with respect to a party, the party's and its Affiliates' respective employees, officers, directors, partners, shareholders, agents, attorneys, accountants, lenders, and advisors.

4. *Maintenance of Confidentiality.* Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials). Each party shall ensure that its Representatives who have access to the other party's Confidential Information have signed a non-use and non-disclosure agreement at least as broad in scope as the provisions of this Agreement or are otherwise legally obligated not to disclose such Confidential Information, prior to any disclosure of Confidential Information to such

Representatives. No party shall make any copies of the other party's Confidential Information except upon the other party's prior written approval. Each party shall reproduce the other party's proprietary rights notices on any such authorized copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party shall promptly notify the Disclosing Party of any use or disclosure of Confidential Information in violation of this Agreement of which the Receiving Party becomes aware. The Receiving Party will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use. The Parties agree not to publish or publicly circulate any materials received in the course of doing business. If any materials need to be distributed amongst either Party's approved agents or affiliates in the course of doing business, the materials must be password protected and reasonable efforts must be maintained to prevent disclosure or distribution of the passwords or of any secure information regarding the ability to gain access to the materials.

5. *Ownership of Confidential Information.* All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Except to the extent permitted by applicable law in the absence of any express license or other grant of rights, neither party will use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of the other party in any manner (including without limitation, reference to the other party as a client, customer or supplier in any press release, advertisement or other promotional material) without prior written authorization of such use by the other party (which authorization, in the case of the Company, must be issued by a person having the rank of Vice President (or higher) of the Company or its applicable Affiliate).

6. *Exception & Immunity.* Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the parties are on notice and acknowledge that, notwithstanding the foregoing or any other provision of this Agreement:

(a) **IMMUNITY.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) **USE OF TRADE SECRET INFORMATION IN ANTI-RETIATION LAWSUIT.** An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

7. *No Obligation.* Nothing in this Agreement shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions or exchange of information contemplated by this Agreement.

8. *No Warranty.* ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY AND COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

9. *Return and Destruction of Materials.* All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either party to the other party, and all summaries, copies, descriptions, excerpts or extracts thereof that are in the possession of the other party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party, and the receiving party shall use reasonable efforts to promptly delete or destroy all summaries, copies, descriptions, excerpts or extracts thereof in their possession upon the Disclosing Party's written request. The Receiving Party shall have no obligation to delete or destroy copies that: (a) are contained in an archived computer system backup that was made in accordance with such party's security, e-mail retention, and/or disaster recovery procedures; or (b) are kept by its legal department for record-keeping, archival, or governance purposes in compliance with such party's document retention policies. Any such retained Confidential Information shall remain subject to the terms and conditions of this Agreement for so long as it is retained. Notwithstanding the return or destruction of the Confidential Information, the Receiving party will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

10. *No License.* Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right, copyright, trade secret or other intellectual property right of the other party, nor shall this Agreement

grant any party any rights in or to the other party's Confidential Information.

11. *Term.* The obligations of the Receiving Party under this Agreement shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party, but in no event more than five (5) years after the last disclosure of Confidential Information under this Agreement.

12. *Availability of Equitable Relief.* Each party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to the other party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both parties hereby agree that, in the event of such a breach or threatened breach, the non-breaching party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The parties' rights under this Agreement are cumulative, and a party's exercise of one right shall not waive the party's right to assert any other legal remedy.

13. *Severability.* If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

14. *Counterparts.* The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. *Notices.* All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, receipted facsimile transmission or registered or certified mail (return receipt requested) to the address set forth below the parties' signatures at the end this Agreement. Any party may from time to time change such address by giving the other party notice of such change in accordance with this Section 14.

16. *Miscellaneous.* This Agreement shall benefit and bind the parties and their respective successors, heirs, legal representatives and permitted assigns. Each party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, whether express, implied, in fact or in law. This Agreement shall be governed by the internal laws of the State of Florida without giving effect to any choice or conflict of law provisions, rules, or principles. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of Hillsborough County, Florida. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth in this Agreement. No provision of this Agreement may be waived except by a writing executed by the party against whom the waiver is to be effective. A party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the parties to this Agreement.

KnowBe4, Inc.

By: _____
Name: Trisha Dellis
Title: Acting Superintendent
"Effective Date": June 24, 2020
Address for Notice: 4830 Carmel Valley Road
Carmel, CA 93923
Attention: Paul Behan, CTO

By: _____
Name: _____
Title: _____
Date: _____
Address for Notice: _____
33 N. Garden Avenue, Suite 1200
Clearwater, FL 33755
Attention: Legal

Fax : (831) 626-4052

DIR: (831) 624-1546 ext. 2040

Email: pbehan@carmelunified.org

Fax: 727-386-4087

DIR: 727-265-3259

Email: Legal@KnowBe4.com