

ConnectWise Cybersecurity Partner Program (“CPP”) General Terms and Conditions

These CPP General Terms and Conditions and the Partner Development Agreement (PDA) constitute the entire understanding of the parties relating to your participation in the CPP.

I. TITLE

- a. ConnectWise retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all ConnectWise products, services, materials and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

II. CONFIDENTIALITY

- a. “Confidential Information” means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, ConnectWise products and services, documentation, and any benchmark data and results produced.
- b. If the parties exchange Confidential Information, the receiving party will protect the Confidential Information of the other in the same manner in which it protects its own equivalent proprietary, confidential, and trade secret information, but with no less than reasonable care. For Confidential Information that constitutes a trade secret and for ConnectWise products, services, software (including code) and documentation, the material terms of the Agreement, and Your and/or ConnectWise’s Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.
- c. You will use Confidential Information for the purpose of fulfilling your obligations under the PDA and not for any other purpose. You will not publicize or disclose to any third party the contents of the PDA without prior written consent from us.
- d. The following information will not be classified as Confidential Information. Information that is:
 - i. A matter of public knowledge at the time of disclosure, or becomes one, through no fault of the recipient’s;
 - ii. Rightfully received by the recipient from a third party without a duty of confidentiality;
 - iii. Independently developed or learned by the recipient;
 - iv. Disclosed under operation of law;
 - v. Disclosed by the recipient with the discloser’s prior written approval, but subject to the terms of that approval; or
 - vi. Rightfully, in the recipient’s possession before the disclosure.
- e. If personal data of either party’s employees, a Customer or a Customer’s employees is disclosed to the other party, the receiving party agrees to comply with applicable data protection laws when collecting, storing, transferring, sharing, and/or otherwise processing such personal data. Unless expressly agreed otherwise, any personal data we disclose may only be used in accordance with the then current ConnectWise privacy policy available on the ConnectWise web site, and ConnectWise privacy statement posted on the ConnectWise Partner Portal. We will respect your privacy and the privacy of customers as detailed in ConnectWise’s privacy policy.

III. INDEMNIFICATION AND LIMITATION OF LIABILITY

- a. ConnectWise products and services are not specifically designed, manufactured or intended as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility and ConnectWise disclaims any and all liability for the use of ConnectWise products and services in a nuclear facility. You agree to indemnify and hold ConnectWise harmless from all loss, damage, expense or liability in connection with such use.
- b. Except for bodily injury or death and for any other claim which cannot be excluded by applicable law, ConnectWise’s maximum liability under the PDA is US \$1,000.

Notwithstanding the foregoing, in no event is ConnectWise liable to you for any and all damages from business interruption, loss of data, loss of profits or revenue, cost of capital, or loss of use of any property or capital nor for any (other) special, indirect, incidental, statutory, punitive or consequential damages.

- c. To the extent allowed by applicable law, these limitations apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind or any other claims in contract, tort or otherwise.
- d. You are solely responsible for your acts, omissions, obligations, representations, or misrepresentations in providing your services to your customers. You agree to defend, indemnify and hold us harmless against all claims, lawsuits, liabilities, losses, damages, costs and expenses (including reasonable attorney and expert witness fees), as a result of any claims by your customers, arising out of or in connection with your acts, omissions, obligations, representations, or misrepresentations in connection with your provision of services or services offerings.

IV. TRADE CONTROLS

If you export, re-export, or import products, technology, or technical data, you assume responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. You will comply with Trade Controls requirements posted on the ConnectWise Partner Portal.

V. CHANGES AND AMENDMENTS

- a. We may occasionally change our policies or programs. When we do so, we will notify you.
- b. Any amendment that we issue to the PDA will automatically become a part of the PDA on the effective date specified in the amendment notice. If you do not agree with the amendment, you must give us written notice of your objection within fifteen (15) days of receipt of the notice. If you object and the parties cannot reach agreement on the amendment within thirty (30) days after our receipt of your objection, then either party may terminate the PDA under the terms of section entitled, Term and Termination.

VI. TERM AND TERMINATION

- a. The PDA is effective on the date signed by ConnectWise. The PDA will remain in effect until terminated.
- b. Either of the undersigned parties to the PDA may terminate the PDA without cause at any time upon thirty (30) days written notice which is considered given upon receipt of notice.
- c. In the event of any material breach of the PDA, including our program terms and conditions by you, we may, without limitation: (1) terminate the PDA with immediate effect or as otherwise notified by ConnectWise; (2) require the breaching party to refund or forfeit any discounts or program payments paid and/or accrued during the scope of the breach period; (3) and/or require the breaching party to reimburse us for all reasonable outside counsel fees associated with enforcing these provisions. Additionally, each time you breach the terms stated in the PDA, you will indemnify us against, and we may invoice you, and you agree to pay, for all liabilities, losses, costs and damages associated with the breach.
- d. If either party gives notice of termination, we may require you to pay cash in advance for additional deliveries from us during the remaining term, regardless of your previous credit status. We may also withhold all such deliveries until you pay any outstanding balance.
- e. Obligations concerning outstanding purchase orders, invoices, marketing funds or promotional allowances, payments, statements of work, warranties, Support, Software licensing, intellectual property protection, limitations of liability and remedies, audit, and confidentiality, will survive termination of the PDA.
- f. Upon termination of the PDA all rights to any accrued ConnectWise promotional allowance funds and ConnectWise promotional services under the PDA will automatically expire.
- g. By execution of the PDA, both parties acknowledge that they have reviewed and accepted above termination terms.

16. GENERAL

- a. Name or Location Change. You must notify us immediately in writing if you change your location, company name or legal form.
- b. Ownership Change. In case of an ownership change, you will notify us in writing and provide the required information within five (5) days prior to the intended date of change, or on the earliest date you are legally permitted to provide such

- information, but not later than five (5) business days after the change has occurred. "Ownership Change" means merger, acquisition, consolidation or other reorganization that results in an entity controlling twenty percent (20%) or more of your company's capital stock or assets, or which assumes management of your operations or your company's acquisition of twenty percent (20%) or more of the capital stock or assets of another entity. After we receive all required documents to evaluate your status change or as soon as we believe we are in a position to decide, we will notify you of our consent or refusal to continue your PDA. If we refuse, the PDA will automatically and immediately terminate unless otherwise provided and we may, subject to mandatory applicable law, cancel any unfulfilled obligations. We do not consent to these changes prior to any Ownership Change.
- c. Assignment. You may not assign or transfer any rights or obligations hereunder without our prior written consent. We may assign any rights or obligations hereunder at any time without notice.
 - d. Waiver. No failure or delay by either party to exercise any of its rights under the PDA will constitute or be deemed a waiver or forfeiture of those rights.
 - e. Code of Conduct. ConnectWise expects all partners to conduct business in strict legal compliance and with the highest ethical standards. By signing the PDA, you agree to comply with ConnectWise's Partner Code of Conduct, as updated from time to time, and located on the ConnectWise Partner Portal. Additionally, you acknowledge that there are specific legal and ethical requirements for doing business with public sector entities and you are solely responsible for your compliance with these requirements. Specifically, you agree (without limitation): (1) not to seek or accept any compensation in connection with the PDA which may violate any applicable laws, regulations, contracts, or conflict of interest policies; (2) not to use bribes, kickbacks, illegal gratuities, or other corrupt practices in connection with the PDA; and (3) not to provide ConnectWise with any proprietary, source selection sensitive, or other information that is restricted from disclosure by a third party. A breach of ConnectWise's Partner Code of Conduct may be deemed a material breach of the PDA. Without limiting ConnectWise's rights under the TERM AND TERMINATION section, if you breach ConnectWise's Partner Code of Conduct, ConnectWise may exclude you from ConnectWise's channel programs, including special pricing and/or promotion programs and, if you are eligible to purchase products directly from ConnectWise, ConnectWise may alter the level of discount available for such purchases.
 - f. Electronic Transactions. If the parties agree to do business electronically:
 - i. Electronic transactions under this section mean signing contracts, placing or accepting orders, or accepting our partner program terms.
 - ii. Any orders placed by you and accepted by us on any hp.com website or any of your or our extranet sites will create fully enforceable obligations that will be subject to the terms contained in the PDA. The parties understand and agree that those orders we accept will be deemed for all purposes to be: (1) business records originated and maintained in documentary form; (2) a "writing" or "in writing"; (3) "signed"; and (4) an "original" when printed from electronic files or records established and maintained in the normal course of business.
 - iii. The parties will not legally contest the validity or enforceability of electronic transactions.
 - iv. Electronic transactions will be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as if they were hard copy signed documents.
 - v. Electronic transactions may be conducted through EDI or other electronic methods that the parties may agree to.
 - g. Each party will use commercially reasonable security measures to limit access to passwords and to limit access to the sites used to process electronic transactions,

- to authorized persons. Each party will be responsible for any unauthorized use of the sites or issuance of messages caused by the failure of its security measures.
- h. Enforceability. If any term or condition of the PDA is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the PDA will remain in full force and effect.
 - i. Entire Agreement. the PDA is the entire agreement between the parties regarding its subject matter and supersedes all prior representations, discussions, negotiations, agreements, or your additional or inconsistent terms, whether written or oral. Additional or inconsistent terms on any purchase order or other document from you will not apply to transactions. No modification of the PDA or this provision will be binding on either party unless made in compliance with section 14, Changes and Amendments.
 - j. Force Majeure. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control. However, this provision will not apply to any payment obligations.
 - k. Governing Law and Venue. Any dispute between you and us relating to the formation, validity, breach or termination of the PDA will be governed by the laws of Florida and the courts of Hillsborough County, Florida will have exclusive jurisdiction.
 - l. Independent Contractors. Both parties are independent contractors in the performance of the PDA. The PDA does not establish a franchise, joint venture or partnership, or create any relationship of employer and employee, or principal and agent between the parties.
 - m. Notices. All notices must be in writing and considered given as of twenty-four (24) hours after sending by electronic means, overnight courier, hand delivery, or as of five (5) days of certified mailing. Delivery and receipt of notices are calculated based upon business days, excluding Saturday, Sunday, and public holidays. Notices to us will be sent to ConnectWise, LLC, Attn: Office of the General Counsel, 4110 George Road, Suite 200, Tampa, FL 33634, or to an address provided by us in written notice to you. All notices to you will be sent to the attention of the individual at the address indicated on the approval notification we issue to you.
 - n. UN Convention. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the PDA or to transactions processed under the PDA.