

## INVENT ROYALTY ADDENDUM

THIS INVENT ROYALTY ADDENDUM (“ADDENDUM”) IS MADE AS OF <INSERT DATE> (“EFFECTIVE DATE”) BY AND BETWEEN CONNECTWISE, LLC (“CONNECTWISE”), LOCATED AT 4110 GEORGE ROAD, SUITE 200, TAMPA, FL 33634 USA AND <INSERT COMPANY> (“COMPANY”) LOCATED AT <INSERT ADDRESS> AND IS EXECUTED PURSUANT TO AND MADE A PART OF THE CONNECTWISE INVENT PROGRAM AGREEMENT (“AGREEMENT”).

As of the Effective Date, Company and ConnectWise are each a “Party” and collectively the “Parties” to this Addendum.

### **1. DEFINITIONS**

In this Addendum, the following terms have the following meanings, and all other capitalized terms have the meaning ascribed elsewhere in this Addendum (including the exhibits).

- 1.1. “Change in Control” means a merger, acquisition or other corporate transaction in which the owners of all of the subject entity’s voting interests immediately prior to the transaction own less than 50% of the voting interests of the successor entity resulting from the transaction.
- 1.2. “Citizen Developer” means an individual or entity whose main focus is to build integrations with the ConnectWise Product and charges fees to End Users who license the Integration.
- 1.3. “Combined Solution” means the Company Software in combination with the Integration.
- 1.4. “Company Software” means Company’s online application or component which is designed to be accessed and used in combination with one or more Integrations and approved in advance by ConnectWise.
- 1.5. “ConnectWise Marketplace” means ConnectWise’s online store where End Users can license the Combined Solution.
- 1.6. “ConnectWise Master Agreement” means the subscription agreement to the ConnectWise Product between ConnectWise and End User.
- 1.7. “End User” means an entity with active subscriptions for ConnectWise products and service that purchases Combined Solution subscriptions from Company for use.
- 1.8. “End User Data” means all electronic data or information submitted by End User to ConnectWise’s systems which is accessible to the End User through the Combined Solution while resident on ConnectWise’s systems.
- 1.9. “Integration” means the API provided by ConnectWise to facilitate (i) interoperability between the Company Software and the ConnectWise Product, and (ii) the provision of Company Software functionality, as described in the Product Guide.
- 1.10. “ISV” or “Independent Software Vendor” means a company that has created their software application or hardware for the purposes of packaging and selling to End Users.
- 1.11. “Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 1.12. “Non-ConnectWise Application” means any online, Web-based application and offline software product that is provided by a third party and is identified as a third party (i.e., non-ConnectWise) application, product or on-line service.
- 1.13. “Percentage Gross Revenue” or “PGR” means amounts actually paid by End Users for purchases or subscriptions of rights to access and use the Combined Solutions and to receive all associated service and support (to be provided by Company to End Users) for such Combined Solution), less any deductions made by ConnectWise in its sole discretion for fraud, returns, refunds, charge-backs, and bad debt. Percentage Gross Revenue excludes amounts received by ConnectWise for sales (including subscription and licenses) of any products or services outside the ConnectWise Marketplace.
- 1.14. “Platform” means ConnectWise’s web-based on-demand platform for developing and operating on-demand Company Software.
- 1.15. “Product Guide” means the product description accessible at websites designated by ConnectWise, as updated from time.
- 1.16. “Invent Program Guide” means the summary offering of what ConnectWise will provide to participants.
- 1.17. “Transition Period” has the meaning specified in Section 11.4.1.
- 1.18. “Trial Account” means a less than 90-day free trial account of the Combined Solution.

1.19. "User" means a End User employee, consultant, contractor, Company, representative, agent or other individual (including an authorized Company employee or agent) for whom End User has purchased a User subscription and who has been supplied a User identification and password for the purpose of accessing the Combined Solution.

**2. USE OF INTEGRATION**

ConnectWise hereby grants to Company a nonexclusive, nontransferable, non-sublicensable right to access and use the Integration solely in connection with the provision of the Combined Solution to End Users during the Term, subject to all of the terms and conditions of this Addendum, including the following: Company shall (i) only sell Combined Solution subscriptions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Integration, and notify ConnectWise promptly of any such unauthorized access or use, and (iv) use the Integration only in accordance with applicable laws and government regulations. Company shall not (i) sell, resell, rent or lease the Integration unless they are classified as a Citizen Developer as set forth below, (ii) use the Integration to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (iii) use the Integration to store or transmit Malicious Code, (iv) interfere with or disrupt the integrity or performance of the Integration or third party data contained therein, or (v) attempt to gain unauthorized access to the Integration or their related systems or networks.

**3. FEES**

**3.1. Percentage of Gross Revenue or Composite Gross Margin.**

ConnectWise and Company agree that Company shall be classified as a <ISV Products Tier 1, ISV Products Tier 2, ISV Products Tier 3, ISV Services>. ConnectWise reserves the right to reclassify Company on thirty (30) in its commercially reasonable discretion.

Each month in arrears throughout the Term, for each End Users license of the Combined Solution subscriptions, Company and ConnectWise will each be entitled to a payment based on the allocations set forth below. Company and ConnectWise will each be entitled to payments equivalent to:

| <u>Classification</u> | <u>Company Retains</u> | <u>ConnectWise Retains</u> |
|-----------------------|------------------------|----------------------------|
| ISV Products Tier 1   | PGR*                   | PGR*                       |
| ISV Products Tier 2   | PGR*                   | PGR*                       |
| ISV Products Tier 3   | PGR*                   | PGR*                       |
| ISV Services          | PGR*                   | PGR*                       |

\*See Invent Program Guide for the actual percentage allocation of PGR.

3.1.1. ConnectWise shall solely determine, in its commercially reasonable opinion, the classification of the Company and/or Combined Solution sold by Company.

3.2. **Right to offset.** ConnectWise shall have the right to offset any balance or amounts due from Company to ConnectWise under the terms of this Addendum. ConnectWise may assert the right of offset at any time whether the balances due are on account of premiums or losses or otherwise; however, in the event of the insolvency of Company, offset shall be in accordance with applicable law.

3.3. **Transaction Fees.** The amount due to ConnectWise based on End User transactions each month will not be reduced or otherwise offset by any transaction fee.

3.4. **Revenue Share.** For so long as End Users continue to access or use the Combined Solution, ConnectWise shall be entitled to the PGR. ConnectWise shall pay itself the revenue share from the fees collected by ConnectWise from End Users.

3.5. **Pricing for ConnectWise Marketplace.** Company has established the prices for subscriptions, upgrades, and other applicable use charges for each Company Software to be distributed through the ConnectWise Marketplace. Upon Company's direction, from time to time, ConnectWise shall be authorized to discount, on Company's behalf, Company's stated price to the extent expressly directed by Company. Without limitation of the foregoing, Company agrees that the price of the Application to be distributed through the ConnectWise Marketplace is and shall remain a most favored End User price, and that if Company shall offer a lower price elsewhere for the Combined Solution or for an offering that is substantially the same as the Combined Solution, the price applicable under this Agreement shall be deemed to be modified to such lower price available elsewhere, and ConnectWise shall be authorized to modify the Application price offered through the ConnectWise Marketplace to the lower price as available elsewhere. Company shall notify ConnectWise if such lower price shall be offered elsewhere. Should Company direct or notify ConnectWise that its Combined Solution price should be discounted as set forth above, Company's price to the End User and PGR shall be based on the modified price paid by the End User.

3.6. **Taxes.** Unless otherwise stated, ConnectWise's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Company is responsible for paying all Taxes associated with its purchases of Integration, excluding taxes based on ConnectWise's net income or property. If ConnectWise has the legal obligation to pay or collect Taxes for which Company is responsible under this Section 3, the appropriate amount shall be invoiced to and paid by Company, unless Company provides ConnectWise with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.7. **End User Billing and Collection**

3.7.1. **Invoicing and Payment Terms.** Invoicing and payment terms applicable to End Users' purchases of Combined Solution subscriptions directly through Company or other channel Company, will be determined by Company and Company is solely responsible for the collection of fees from End Users.

3.7.2. **Non-Payment.** Company acknowledges that ConnectWise may terminate the Integration if ConnectWise has not received payment within sixty (60) days following the payment due date. Payments due to ConnectWise for the Integration sold to End Users under this Addendum will not depend on the receipt of payments from End Users.

3.8. **Audit.** ConnectWise will have the right to audit Company's records relating to payments, including without limitation fee calculations, under this Addendum upon reasonable notice and under reasonable time, place and manner conditions. Company shall pay to ConnectWise any underpayment shown by such audit within thirty (30) days of the results thereof. If such audit shows underpayment by Company of 5% or more ("Material Irregularity"), Company shall be responsible for the full cost of the audit, in addition to any payments due based on the underpayment. ConnectWise may not conduct such an audit more often than once a year, unless ConnectWise discovers a Material Irregularity, in which case ConnectWise shall subsequently be entitled to perform quarterly audits, at its sole discretion, in perpetuity for the remainder of the Term.

4. **PROGRAM OFFER**

4.1. **Invent Program Guide.** In consideration of Company paying all applicable fees due hereunder Company shall be entitled to the benefits set forth in the then current Invent Program Guide. ConnectWise may update the Invent Program Guide at its discretion with 30 days' notice to participants.

5. **INTERRUPTION AND TERMINATION OF A CUSTOMER'S CONNECTWISE PRODUCTS BY CONNECTWISE**

Company acknowledges and understands that an End User's access may be interrupted or terminated due to breach of the End User's separate ConnectWise Master Agreement. Company will remain liable to ConnectWise for the fees for the Integration, notwithstanding any such interruption or termination.

6. **CONNECTWISE REVIEW AND APPROVAL**

ConnectWise reserves the right to review modifications to the Integration, Company Software and any additional components required to maintain the functionality of the Combined Solution as a result of such Company Software modifications shall be subject to ConnectWise's approval in its discretion.

7. **COMPANY SOFTWARE LICENSE**

Subject to the terms and conditions of this Addendum, Company hereby grants to ConnectWise a limited, nonexclusive license during the Term to use, copy, distribute, access, list, and allow potential End Users to purchase, access and install the Company Software for the purpose of fulfilling ConnectWise's obligations under this Addendum.

8. **NON-CONNECTWISE APPLICATIONS**

Any acquisition or use by Company of any other Non-ConnectWise Application, and any exchange of data between Company and a Non-ConnectWise Application provider through the use of the Non-ConnectWise Application, is solely as agreed between Company and the provider. ConnectWise does not warrant or support Non-ConnectWise Applications, whether or not they are designated by ConnectWise as "certified" or otherwise.

9. **CUSTOMERS**

9.1. **End User Agreements with Company.** End Users will contract directly with Company for use of the Combined Solution. Pricing and all other terms and conditions relating to End Users' use of the Combined Solution will be solely between End Users and Company.

9.2. **ConnectWise Obligation to End User.** ConnectWise has no liability to End Users for the Combined Solution or for its continued availability. In the event that Company ceases business and/or provision of the Combined Solution, ConnectWise is under no obligation to provide the Combined Solution, to refund to any End User any fees paid by End User to Company, or to assume a continuing business relationship with End User.

### 9.3 Data Obligations.

9.3.1 Company Restrictions and Privacy Obligations. Company will (a) provide the Company Software only in accordance with applicable laws and government regulations and (b) maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of End User Data as processed by the Combined Solution. To the extent the Combined Solution transmits End User Data outside ConnectWise's system, Company represents and warrants that it has notified all End Users who have access to End User Data through the Combined Solution, or will notify them prior to their use of the Combined Solution, that their End User Data will be transmitted outside ConnectWise's system and to that extent ConnectWise is not responsible for the privacy, security or integrity of that End User Data. Company further represents and warrants that neither Company nor the Combined Solution will, without appropriate prior End User consent or except to the extent required by applicable law, (a) modify End User Data, (b) disclose End User Data except as compelled by law or as expressly permitted in writing by End User, or (c) access End User Data except to provide service and prevent or address service or technical problems, or at End User's request in connection with customer support matters. Company will comply with all applicable laws in its provisioning of the Combined Solution. For clarity, all data provided by a prospective End User through a Trial Account will be treated by the Parties as End User Data belonging to that prospective End User, and Company will provide the End User with the ability to access and download all of its End User Data throughout the term of the Trial Account.

## 10. MARKETING AND PUBLICITY

10.1 **Marketing Statements.** Neither Party will make any false, misleading or disparaging statements regarding the other Party or its Services or services, or their capabilities, features, functions or performance, including without limitation in or in the course of any sales, marketing, publicity, and other activities under this Addendum.

10.2 **ConnectWise Marketing Collateral.** Company may, at its own expense, copy and distribute ConnectWise's standard product literature to prospective End Users. Any Company collateral relating to the Combined Solution or that otherwise refers to the ConnectWise Product or contains ConnectWise's Marks shall be submitted to ConnectWise for ConnectWise's prior written approval (not to be unreasonably withheld).

## 11. TERM AND TERMINATION

11.1. **Term.** This Addendum is effective as of the Effective Date and will remain in effect for two (2) years thereafter (the "Initial Term"), unless terminated earlier by either Party pursuant to this Addendum. Thereafter, this Addendum will automatically renew for additional one (1) year periods (each a "Renewal Term"), unless terminated earlier by either Party pursuant to this Addendum or unless either Party gives notice of non-renewal to the other Party by no later than 30 days before the end of the Initial Term or the then-current Renewal Term. The Initial Term together with any and all Renewal Terms and the Transition Period (if any, defined below) are collectively referred to as the "Term."

11.2. **Termination for Cause – Material Breach.** Notwithstanding any other provision of this Addendum, either Party may terminate this Addendum for cause by delivering a written termination notice to the other Party if the other Party materially breaches this Addendum and has not remedied the breach within thirty (30) days after receipt of a written notice (the "Default Notice") from the non-breaching Party describing the breach and stating the non-breaching Party's intention to terminate this Addendum if the breach is not remedied within thirty (30) days (the "Cure Period").

11.3. **Termination for Cause – Other.**

11.3.1. Either Party may terminate this Addendum for cause (without opportunity for cure) by delivering a written termination notice to the other Party if (i) the other Party is subject to a Change in Control in favor of a direct competitor of the terminating Party (if a public company, as listed in the other Party's then-most recent 10-K filing) or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.3.2. Either Party may terminate this Addendum for cause (without opportunity to cure) in the event an indemnifiable Claim as set forth in Section 15 (Mutual Indemnification) is brought against it by a third party alleging intellectual property infringement by the other Party, and the indemnifying Party fails to remedy such infringement as set forth in Section 15 within sixty (60) days following notification of such Claim.

11.3.3. ConnectWise may terminate this Agreement at any time for any reason by giving the Company ninety (90) days prior written notice of ConnectWise's intention to terminate.

**11.4. Effect of Termination Notice/Non-Renewal.** If a Party delivers a written termination notice pursuant to Sections 11.2 (Termination for Cause – Material Breach), or 11.3 (Termination for Cause –Other), or if this Addendum is not renewed after the expiration of the Initial Term or any Renewal Term, the consequences will be as follows:

**11.4.1. Continuing End Users / Transition Period.** If ConnectWise elects not to renew this Addendum pursuant to Section 11.1 (Term), the Parties will continue to perform their respective obligations under this Addendum, including payment obligations, so that all then-current End Users may continue to have full and complete access to the Combined Solution for a period of three (3) months (the “Transition Period”). If ConnectWise terminates the Addendum for cause under Section 11.2 or 11.3, ConnectWise shall be under no obligation to continue providing the Combined Solution to End Users, provided, however, that the parties will meet to discuss in good faith whether and how to transition and/or accommodate existing End Users. ConnectWise also reserves the right to terminate the End User relationship with any End User that is in breach of its ConnectWise Master Agreement during the Transition Period. In no case will any such termination give rise to any liability of ConnectWise to Company or to the End User for a refund or damages.

**11.5. Survival.** Notwithstanding any other provision of this Addendum the termination or expiration of this Addendum will not relieve either Party of its outstanding payment obligations at the time of such termination or expiration. All of the provisions of this Addendum that should reasonably survive in order for the Parties to perform their obligations during a Transition Period shall so survive until the Transition Period’s expiration or termination.

**12. CONFIDENTIALITY AND PERSONAL INFORMATION PROTECTION**

**12.1. Definition.** In this Addendum, “Confidential Information” means all non-public information of a Party (the “Disclosing Party”), in any form and on any medium, disclosed to the other Party (the “Receiving Party”), regardless of the form of disclosure, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation and without the need to designate as confidential: (a) the terms and conditions of this Addendum; (b) the Platform, Integration and the ConnectWise Product, including their underlying technology and architecture (which are ConnectWise’s Confidential Information); (c) the Disclosing Party’s business and marketing plans, technologies and technical information, product designs, financial information, and business processes; (d) the Company Software (which is Company’s Confidential Information); and (e) End User Data (which is the Confidential Information of the applicable End User).

**12.2. Exceptions.** Information will not be considered to be Confidential Information to the extent, but only to the extent, that such information is: (a) or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) known to the Receiving Party free of any confidentiality or other restriction prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party and without reference to any Confidential Information; or (d) subsequently received by the Receiving Party from a third party free of any confidentiality or other restriction and without breach of any obligation owed to the Disclosing Party.

**12.3. Confidentiality Obligations.** Subject to Sections 12.4 (Compelled Disclosure) and 12.5 (Permitted Disclosures), and unless the Disclosing Party expressly agrees in writing otherwise, the Receiving Party will: (a) use the Disclosing Party’s Confidential Information only during the Term and only as necessary to perform the Receiving Party’s obligations under this Addendum; (b) disclose the Disclosing Party’s Confidential Information only to the Receiving Party’s directors, officers, agents, employees and authorized subcontractors and their employees only to the extent that such disclosure is necessary to perform the Receiving Party’s obligations or exercise the Receiving Party’s rights under this Addendum; (c) both during and for two years (or, in the case of End User Data, indefinitely) after the Term maintain the strict confidentiality of the Disclosing Party’s Confidential Information using the same degree of care as the Receiving Party affords to its own confidential information of a similar nature which it desires not to be published or disseminated, and in no event less than reasonable care, to prevent the unauthorized use or disclosure of the Disclosing Party’s Confidential Information; and (d) ensure that the persons to whom the Receiving Party discloses the Disclosing Party’s Confidential Information comply with the requirements and restrictions set forth in items (a), (b) and (c) above (subject to Sections 12.4 and 12.5) and are under confidentiality obligations at least as stringent as those included herein either as a condition of their employment or receiving the Confidential Information.

**12.4. Compelled Disclosure.** Notwithstanding the restrictions set forth in Section 12.3 (Confidentiality Obligations), the Receiving Party may disclose the Disclosing Party’s Confidential Information to the extent such disclosure is required by a valid order of a court or governmental body of competent jurisdiction and authority or by applicable

law, provided that the Receiving Party will provide the Disclosing Party with reasonable prior notice of such disclosure (to the extent legally permitted) and upon request by the Disclosing Party will reasonably assist the Disclosing Party, at the Disclosing Party's cost, to obtain an order or other relief preventing or limiting the potential disclosure or use of the Disclosing Party's Confidential Information.

- 12.5 Permitted Disclosures. Notwithstanding the restrictions set forth in Section 12.3 (Confidentiality Obligations), the Receiving Party may disclose the Disclosing Party's Confidential Information to its legal, accounting and tax advisors to the extent that such disclosure is required for a bona fide legal, accounting or tax purpose, provided that the Receiving Party will ensure that such persons comply with the requirements and restrictions set forth in items (a), (b) and (c) of Section 12.3.
- 12.6 Personal Information Protection. Each Party will comply, and will ensure that its personnel and subcontractors comply, with all applicable laws regarding the protection of personal information and privacy. ConnectWise may collect and process certain personal information relating to individuals who are End Users, information provided to ConnectWise either directly from such End Users or indirectly from Company, for use in support of ConnectWise's business purposes, including transaction processing, management, provisioning and auditing, and Company auditing. Such information may be collected in connection with ConnectWise's direct business relationship with the End User. ConnectWise may provide access to such information to its Affiliates and service providers who support ConnectWise's business. Such information includes but is not limited to End User name, quantity purchased and amount paid, and the date of transaction. ConnectWise will not itself access or store payment processing information (i.e., credit card type, credit card account number and expiration date, billing address, etc.).
- 12.7 Remedies. Each Party acknowledges and agrees that, in the event of a breach or threatened breach by the Receiving Party of any of the provisions of this Section 12, damages will not be an adequate remedy for the Disclosing Party and, accordingly, the Disclosing Party may be entitled, in addition to any other remedies available to it, to seek injunctive relief against such breach or threatened breach.
- 12.8 Return of Confidential Information. Upon Disclosing Party's written request upon expiration or termination of this Addendum (or at any earlier time upon written request by the Disclosing Party), the Receiving Party will: (a) promptly deliver to the Disclosing Party all originals and copies, in whatever form or medium, of all the Disclosing Party's Confidential Information and all documents, records, data and materials, in whatever form or medium, containing such Confidential Information in the Receiving Party's possession, power or control and the Receiving Party will delete all of the Disclosing Party's Confidential Information from any and all of the Receiving Party's computer systems, retrieval systems and databases; and (a) request that all persons to whom it has provided any of the Disclosing Party's Confidential Information comply with this Section 12.8; and if requested by the Disclosing Party the Receiving Party will deliver to the Disclosing Party a declaration signed by the Disclosing Party certifying that the Disclosing Party and its personnel have complied with this Section 12.8. Notwithstanding the foregoing, ConnectWise's obligations regarding return and disposition of End User Data after termination or expiration of this Addendum shall be as set forth in the section of each End User's separate ConnectWise Master Agreement that addresses retention of End User Data.

### **13. INTELLECTUAL PROPERTY**

- 13.1. ConnectWise Property. Company acknowledges that, as between the Parties, the Platform, the ConnectWise Product, the Integration, and all intellectual property rights therein, are and will remain the sole property of ConnectWise, and no rights are granted to Company under this Addendum with respect to the Platform, the ConnectWise Product, the Integration, or the intellectual property rights therein, other than the limited licenses specified in this Addendum. Company will not use the Platform, ConnectWise Product, the Integration, or the intellectual property rights therein, except as expressly permitted by this Addendum.
- 13.2. Company Property. ConnectWise acknowledges that, as between the Parties, the Company Software and all intellectual property rights therein are and will remain the sole property of Company, and no rights are granted to ConnectWise under this Addendum with respect to the Company Software or the intellectual property rights therein, other than the limited licenses specified in this Addendum. ConnectWise will not use the Company Software or the intellectual property rights therein, except as permitted by this Addendum.

### **14. REPRESENTATIONS AND WARRANTIES**

- 14.1. Company. Company represents and warrants that: (a) the Company Software will perform substantially in accordance with the relevant documentation as amended from time to time by Company and as provided to End Users; (b) it has the legal power to enter into and perform its obligations under this Addendum; and (c) it will not make any representations or warranties on ConnectWise's behalf without ConnectWise's prior written consent.

14.2. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES DO NOT MAKE OR GIVE ANY OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WHATSOEVER REGARDING THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT OR ANY RELATED MATTER, AND EACH PARTY HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES OF EVERY NATURE AND KIND WHATSOEVER, EXPRESS OR IMPLIED BY LAW, INCLUDING ANY STATUTE OR REGULATION, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

#### **15. MUTUAL INDEMNIFICATION**

- 15.1. **Company Indemnification of ConnectWise.** Subject to this Addendum, Company shall defend, indemnify and hold ConnectWise harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against ConnectWise by a third party (i) alleging that the Combined Solution infringes the intellectual property rights of, or has otherwise harmed, a third party; (ii) alleging that the Company's use of the Integration in breach of this Addendum violates applicable law; or (iii) based upon a breach of Section 9.3.1 (Company Restrictions and Privacy Obligations) or 16 (Compliance) by Company; provided, that ConnectWise (a) promptly gives written notice of the Claim to Company; (b) gives Company sole control of the defense and settlement of the Claim (provided that Company may not settle or defend any Claim unless it unconditionally releases ConnectWise of all liability); and (c) provides to Company, at Company's cost, all reasonable assistance. In the event of a Claim brought against ConnectWise by a third party alleging that the use of the Company Software infringes the intellectual property rights of a third party, or if Company reasonably believes the Company Software may infringe or misappropriate, Company may in its discretion and at no cost to ConnectWise (i) modify the Company Software so that it no longer infringes or misappropriates, or (ii) obtain a license for End User's and ConnectWise's continued use of the Company Software in accordance with this Addendum and such other agreements between Company and End User, as applicable.
- 15.2. **ConnectWise Indemnification of Company.** Subject to this Addendum, ConnectWise shall defend, indemnify and hold Company harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Company by a third party alleging that the use of the Integration infringe the intellectual property rights of a third party; provided, that Company (a) promptly gives written notice of the Claim to ConnectWise; (b) gives ConnectWise sole control of the defense and settlement of the Claim (provided that ConnectWise may not settle or defend any Claim unless it unconditionally releases Company of all liability); and (c) provides to ConnectWise, at ConnectWise's cost, all reasonable assistance. In the event of a Claim brought against Company by a third party alleging that the use of the Integration infringes the intellectual property rights of a third party, or if ConnectWise reasonably believes the Integration may infringe or misappropriate, ConnectWise may in its discretion and at no cost to Company (i) modify the Integration so that they no longer infringe or misappropriate, or (ii) obtain a license for Company's continued resale of the Integration in accordance with this Addendum.

#### **16. COMPLIANCE**

- 16.1. **Compliance with Law and Ethical Brand Representation Standards.** Company shall comply will all applicable laws and regulations in its marketing activities hereunder and shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to ConnectWise and shall perform its obligations hereunder in a manner that in ConnectWise's judgment reflects well upon ConnectWise and its brands. Company shall not sell Combined Solution subscriptions into countries under U.S. embargo or individuals on U.S. government denied parties lists. Company shall comply with all applicable law in provisioning the Combined Solution to End Users.
- 16.2. **Compliance with Anti-corruption Laws.** Company shall comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and the anti-corruption laws of other countries, to the extent applicable. Company hereby represents and warrants that, in its performance under this Addendum Company has not, and will not at any time, directly or indirectly (through an agent, Company, distributor or other third party), pay, offer, give or promise to pay or give, or authorize the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials, and employees of state-owned enterprises.
- 16.3. **Consequences of Violation.** Company shall promptly inform ConnectWise in writing upon becoming aware of any violations of laws in connection with this Addendum. Company hereby acknowledges and agrees that any violation by Company of the Compliance with Trade Law and Ethical Brand Representation Standards and Compliance with

Anti-Corruption Laws sections of this Addendum will constitute a material breach of this Addendum. In the event of such a violation, ConnectWise will have the right to terminate this Addendum, without any liability whatsoever to Company, immediately upon providing written notice of termination to Company. Termination of this Addendum by ConnectWise under this Section 16.3 shall be in addition to, and not in lieu of, ConnectWise's other legal rights and remedies.

16.4. Compliance Training and Certification. Company agrees that, to comply with applicable laws, its employees, third parties, and anyone working on behalf of ConnectWise may be subject to compliance training or periodic certification as determined by ConnectWise.

**17. COMPANY SOFTWARE SECURITY REVIEW**

ConnectWise may conduct periodic security evaluations of the Company Software, which may include a qualitative assessment involving review of a completed questionnaire, an interview with appropriate Company personnel, and/or security testing. ConnectWise conducts such security evaluations for its own benefit and Company may not rely on or promote the Company Software's successful passage of such evaluation. ConnectWise shall not provision the Combined Solution hereunder unless Company has successfully passed the Company Software security review. There may be fees associated with such review. If the Company Software, in whole or in part, runs outside ConnectWise's systems, security testing may include remote Company Software-level security testing of the Company Software, and network-level security testing including a vulnerability threat assessment. ConnectWise may conduct such testing itself or through a third party. ConnectWise will provide reasonable notice to Company before starting such testing. ConnectWise will also cooperate reasonably with Company to minimize the effects of such testing on Company's business and operations. Company agrees to cooperate reasonably with such testing. Despite the foregoing, such testing may in rare cases cause downtime or other adverse effects on the Company Software or Company's systems. Company agrees that ConnectWise and its agents or contractors conducting the testing will bear no responsibility for such adverse effects. Any nonpublic information to which ConnectWise obtains access in the course of such security testing will be considered Confidential Information of Company.

**18. CONFIDENTIAL INFORMATION**

The terms of the Agreement, as amended, shall be Confidential Information of the parties.

**19. ENTIRE AGREEMENT**

Except as set forth in this Addendum, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement or any earlier amendment, the terms of this Addendum will prevail.

THE PARTIES DO AFFIX THEIR SIGNATURES HERETO.

Company

ConnectWise, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_