

Terms & Conditions

BY EXECUTING YOUR QUOTE FOR THE CONNECTWISE INVENT PROGRAM, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT, THE PROGRAM POLICIES, SDK/API TERMS OF USE OR OTHER CONTENT CONTAINED WITHIN ANY COMPANY ACCESSABLE SITE, ALL OF WHICH ARE INCORPORATED INTO AND FORM PART OF THIS AGREEMENT (COLLECTIVELY, THE "AGREEMENT"). THE AGREEMENT SHALL GOVERN YOUR ENROLLMENT AND PARTICIPATION IN THE CONNECTWISE INVENT PROGRAM. YOU ALSO REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT. YOU MUST EXECUTE THIS AGREEMENT BEFORE YOU CAN PARTICIPATE IN THE PROGRAM. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU," OR "YOUR," SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT EXECUTE THE AGREEMENT AND MAY NOT ENROLL OR PARTICIPATE IN THE PROGRAM. YOU MAY NOT EXECUTE, ACCEPT OR REVIEW THIS AGREEMENT IF YOU ARE A DIRECT COMPETITOR OF CONNECTWISE. BY EXECUTING THIS AGREEMENT, YOU ARE AGREEING THAT YOUR COMPANY WILL RETURN ALL MATERIALS AND WILL NOT COPY, RETAIN, DISSEMINATE OR SHARE ANY OF THE PROGRAM MATERIALS AVAILABLE IF AT A LATER TIME IF YOU ENTER INTO DIRECT OR INDIRECT COMPETITION WITH CONNECTWISE, ARE OWNED, IN WHOLE OR IN PART, BY A DIRECT OR INDIRECT COMPETITOR OF CONNECTWISE OR ENTER INTO A PARTNERSHIP WITH A DIRECT OR INDIRECT COMPETITOR OF CONNECTWISE. YOU MUST INFORM CONNECTWISE IMMEDIATELY OF ANY COMPLETE OR PARTIAL CHANGE OF CONTROL REGARDING YOUR COMPANY AND/OR IN THE EVENT OF A MATERIAL PART OF YOUR ASSETS BEING SOLD OR OTHERWISE TRANSFERRED. CONNECTWISE MAY CHANGE THIS AGREEMENT AND THE OTHER COMPONENTS OF THE DEVELOPER NETWORK AND INVENT PROGRAM. COMPANY CAN REVIEW THE MOST CURRENT VERSION OF THE AGREEMENT AT ANY TIME BY VISITING WWW.CONNECTWISE.COM/LEGAL AND BY VISITING THE MOST CURRENT VERSIONS OF ANY OTHER WEB PAGES THAT ARE REFERENCED IN THE DEVELOPER NETWORK AND INVENT PROGRAM TERMS. THE REVISED AGREEMENT WILL BECOME EFFECTIVE ON THE DATE UPON POSTING OF ANY CHANGES. COMPANIES CONTINUED PARTICIPATION IN THE PROGRAM OR COMPANY'S ACCESS TO THE DEVELOPER NETWORK, OR ANY COMPONENT, AFTER THE EFFECTIVE DATE OF THE NEW AGREEMENT, SHALL CONSTITUTE COMPANY'S ACCEPTANCE OF ANY REVISED TERMS AND CONDITIONS.

This ConnectWise Invent Program Agreement (this "Agreement"), is entered into as of the date of last signature (the "Effective Date") by and between ConnectWise, LLC ("ConnectWise") a Delaware limited liability company having its offices at 4110 George Road, Suite 200 Tampa, FL 33624, and ("Company" or "You" or "Your") as identified in the application for this Program (each a "Party" and collectively the "Parties").

WHEREAS, Company has submitted, and ConnectWise has accepted, Company's application to enroll in the ConnectWise Invent Program (the "**Program**") at the membership level specified in the quote; and

WHEREAS, Company wishes to obtain from ConnectWise a limited-use license to use the licensed program(s) and related code, libraries, APIs, SDK and/or Documentation and materials (hereinafter referred to as the "**ConnectWise Product(s)**") for use with Company's own computer software and/or hardware product(s) (the "**Company Software**" and "**Company Hardware**") for the sole purpose of testing, supporting, and demonstrating the interoperability of Company Software/Hardware with the ConnectWise Product(s), and creating integrations between the ConnectWise Products and Company Software the "**Development Project**");

WHEREAS, Company also wishes to obtain the benefits applicable to its level of participation in the Program as set forth in the Agreement; and

WHEREAS, ConnectWise is willing to grant such license and benefits, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree to following:

1. DEFINITIONS

1.1. "Intellectual Property Rights" means (by whatever name or term known or designated) trademarks, copyrights, trade secrets, patents, and any other intellectual and industrial property and proprietary rights including registrations,

applications, renewals and extensions of such rights, as well as all modifications to and derivative works of any of the foregoing.

2. CONNECTWISE INVENT PROGRAM

This Agreement sets forth the terms and conditions that govern Company's membership in the Program as may be modified from time to time solely at ConnectWise's discretion. Company is encouraged to periodically review the Program Overview (http://developer.connectwise.com/ConnectWise_Invent) to keep apprised of any updates. By enrolling in the Program You certify that your company meets the qualifications for the selected Program Level. The Program will commence after your initial call with your Program Manager and certification status is granted only after you have satisfactorily passed the applicable certification audit for your Program level. Certification upgrades may be available on an a la carte basis upon request to, and agreement by, ConnectWise. You further represent that you will continue to meet and comply with such requirements for the duration of your enrollment. Notwithstanding anything to the contrary in this Agreement, if at any time ConnectWise determines you are enrolled into an inappropriate Program Level, ConnectWise may, at our sole discretion, reclassify your Program Level, effective immediately upon ConnectWise's written notification to you of such reclassification. In the event of a ConnectWise requested reclassification to a level below your current level, ConnectWise will provide a prorated refund of prepaid fees paid for the higher classification. The Program, including Program Benefits and Program Requirements described therein, is subject to change in ConnectWise's sole discretion; however, Program Benefits will not be materially decreased, and Program Requirements shall not be materially altered, during a Term for which your company has paid fees for the applicable Program Level.

3. COMPANY DEVELOPMENT/ LICENSE RESTRICTIONS

3.1. **Delivery.** Within a reasonable time after the Effective Date, unless Company already has a copy of the ConnectWise Product, ConnectWise shall deliver to Company the number of copies of each ConnectWise Product set forth in the Program Overview for use in accordance with the terms of this Agreement.

3.2 **ConnectWise Development License.** ConnectWise grants Company a non-exclusive, non-transferable, royalty-free limited license for Company to use and operate the ConnectWise Products, in object code format only, solely on Company controlled computers located at a Company controlled facility (the "**Development Site**"). Company shall have the right to install and use the ConnectWise Products on the specified computer(s) located at the Development Site solely and exclusively for the purpose of the Development Project and for no other purpose. Except as expressly set forth herein, no license or right is granted hereunder to Company, whether expressly or by implication, estoppel or otherwise, to use, execute, reproduce, display, perform, distribute internally or externally, sell, license or otherwise transfer copies of, or prepare derivative works based upon, any portion or all of the ConnectWise Products. Company may not use ConnectWise Products for its own information processing or computing needs. The license to each ConnectWise Product granted to Company hereunder is not perpetual and will expire upon termination of this Agreement. Upon termination or expiration of this Agreement for any reason, Company shall cease using all ConnectWise Products provided by ConnectWise hereunder and will return to ConnectWise all copies of the ConnectWise Products (including backup copies) in any and all media, and delete any such copies that are resident in the memory or hard disks of computers owned or controlled by Company. If return of ConnectWise Products is impractical, Company shall destroy all ConnectWise Products which have not been returned to ConnectWise, and certify such destruction to ConnectWise. If ConnectWise has provided a cloud environment, access to the cloud environment will be terminated and the cloud environment will be deleted.

3.3 **License Restrictions.** Unless otherwise specified in this Agreement or in a separate agreement between ConnectWise and Company, Company shall not itself, or through any affiliate, agent, or third party:

- (a) sell, lease, license, or sublicense the ConnectWise Products;
- (b) decompile, disassemble, reverse engineer, reverse assemble, reverse compile or otherwise attempt to translate or derive source code, trade secrets, know how or internal logic flow from the ConnectWise Products, in whole or in part;
- (c) reproduce the ConnectWise Products;
- (d) modify or create derivative works from the ConnectWise Product;
- (e) use the ConnectWise Products to provide processing services to third parties or otherwise use the ConnectWise Products on a service bureau or an application hosting basis;
- (f) distribute the ConnectWise Products to any third party; or

- (g) incorporate or otherwise combine or integrate the ConnectWise Products into any Company products for distribution.
- (h) use the ConnectWise Products to develop or market or create a competitive product and under no circumstances shall use the ConnectWise Products to develop or market any conversion utility or aid specific thereto that would enable users to convert from the ConnectWise Products to an alternative product.
- (i) use the ConnectWise Products for internal production use, competitive analysis or benchmarking of any kind.
- (j) export the ConnectWise Products unless expressly authorized to do so by ConnectWise, and, if so authorized, Company agrees to comply with all United States and other applicable export laws.
- (k) allow, authorize or assist others in the access or use of the ConnectWise Products in contravention of the provisions of this Agreement including, without limitation, allowing, authorizing or assisting access or use of the ConnectWise Products by any other entity, business organization or division of Company not expressly authorized to do so under this Agreement.
- (l) use the ConnectWise Products to embed or host any third-party solution in the ConnectWise Product.
- (m) access or use the ConnectWise Products in any manner that (i) compromises, breaks or circumvents any of our technical processes or security measures associated with our Offerings, (ii) poses a security vulnerability to customers or users of ConnectWise products or services, or (iii) tests the vulnerability of our systems or networks.
- (n) attempt to use ConnectWise Products in a manner that exceeds rate limits or constitutes excessive or abusive usage.
- (o) use the ConnectWise Products to collect user or device data without prior user consent, and then only to provide a service or function that is directly relevant to the use of Company Software or Company Hardware. Company may not use analytics software in Company Software or Company Hardware to collect and send device data to you or a third party. You must provide clear and complete information to your customer regarding your collection, use and disclosure of user or device data in advance of and during, that customer's use. Furthermore, you must take appropriate steps to protect such data from unauthorized use, disclosure, or access by third parties. If a user ceases to consent or affirmatively revokes consent for your collection, use, or disclosure of his or her user or device data, you must promptly cease all such use. You may not disclose ConnectWise customer data to any third party or use such data for any purpose other than to provide to provide the customer with the functionality of your Developer Products. You shall maintain and use all ConnectWise customer data in accordance with privacy and security reasonably adequate to preserve its confidentiality and security and all applicable data privacy and data security laws and regulations.

The licenses granted by ConnectWise under this Agreement shall in all instances be subject to Company's compliance with this Agreement and the Program Overview. ConnectWise reserves the right to modify, discontinue, or otherwise change the ConnectWise Products without obligation to Company. Except as expressly granted in this Agreement, ConnectWise grants no license, by implication, estoppel, or otherwise to the ConnectWise Products.

- 3.4 **No Endorsement.** Company shall not purport to take on any obligation or responsibility, or make any representations, warranties, guarantees or endorsements to anyone, on behalf of ConnectWise including, without limitation, relating to ConnectWise Products. Unless specifically permitted in writing from ConnectWise or as part of the benefits outlined within the Program Overview, Company shall not state or imply that any Company products have been developed, endorsed, reviewed or otherwise approved by ConnectWise.
- 3.5 **New Products.** Notwithstanding any provisions of this Agreement, ConnectWise may announce at any time new ConnectWise Products to which the terms of this Agreement may not apply.
- 3.6 **Company Obligations.** In the event Company agrees to promote and publicize ConnectWise Products in connection with Company's corresponding products or solutions, Company shall abide by the additional marketing terms set forth in the Program Overview. Company shall not use the name of ConnectWise, or any of its affiliates, in connection with any advertising or in any publication without the prior written consent of ConnectWise.
- 3.7 **Licenses for Third Party Products.** Company agrees it shall be responsible for obtaining any licenses necessary to operate and/or distribute any third-party software, including guest operating systems.
- 3.8 **Indemnity.** Company shall indemnify ConnectWise and defend and hold harmless ConnectWise from and against any third party claims arising from or related to: (i) the actual or alleged infringement by Company Software or Company Hardware of any third-party intellectual property rights; (ii) statements and representations made by

Company in its advertising, product packaging, documentation and any other marketing collateral regarding the features and functionality of the Company Software or Company Hardware, including but not limited to the interoperability and compatibility of the Company Software or Company Hardware with the ConnectWise Products; (iii) its breach of its obligations hereunder; or (iv) the actual or alleged incompatibility of the Company Software or Company Hardware with the ConnectWise Products.

3.9 **Testing.** ConnectWise reserves the right to test each release and version of the Company Software/Hardware to confirm that it is compatible with the ConnectWise Products. ConnectWise reserves the right to withdraw Company's right to use the ConnectWise Products and Marks immediately on notice to Company in the event that the Company fails to comply with the terms of this Agreement. Company shall also ensure that it has sufficient permissions to disclose information from any customers or other third parties whose information is provided to ConnectWise as part of the validation process.

4 **SUPPORT**

4.1 **End Users.** Company agrees to complete testing of the applicable ConnectWise Product(s) with Company product(s.) Upon successful completion of such testing, Company agrees to communicate its compatibility and support for the applicable ConnectWise Products to Company's end users in accordance with its Program level (Open, Certified, Power or Master). Furthermore, Company agrees to provide its end user customers with customary product technical support for Company's products when operated in conjunction with ConnectWise Products and shall be consistent with the level of support that Company provides to its end users for Company's products operating in an environment without ConnectWise Products.

4.2 **Company.** In ConnectWise's sole discretion, ConnectWise may provide technical assistance to Company in implementing the Development Project. Technical assistance shall be limited to commercially reasonable efforts to assist Company developers and may include project planning via teleconference, technical information exchange between ConnectWise and Company developers, and interoperability support and testing at ConnectWise facilities, or via network communications (i.e., Internet) to Company facilities. ConnectWise shall provide Company with maintenance for the ConnectWise Products (including hot line telephone support services) to the same extent that ConnectWise provides maintenance to its customers pursuant to the ConnectWise Support Policy and Terms. ConnectWise shall provide notice to Company when any upgrades, enhancements, new releases, and new versions of the ConnectWise Products are available. When requested by Company, ConnectWise will provide Company one copy of any upgrades, enhancements, new releases, and new versions of the ConnectWise Products as and when ConnectWise, in its sole discretion, makes such upgrades, enhancements, new releases and new versions generally available to other members in the Program. Company and ConnectWise are each responsible for support, maintenance, and enhancement of their respective products, but Company and ConnectWise agree to reasonably cooperate in the handling of telephone support calls from companies that are licensees of both the ConnectWise Products and the Company Software or Company Hardware, as applicable. Company and ConnectWise shall provide each other with their respective technical support telephone numbers and operating procedures.

5 **USE OF MARKS**

5.1 **Attribution.** Subject to the terms and conditions of this Agreement, and during the term of this Agreement:

(a) Company is granted a worldwide, nonexclusive right to use the ConnectWise trademarks, trade names, service marks and logo's ("Marks") as specified in the ConnectWise Logo Guidelines, in marketing, advertising and other promotional materials solely for the purpose of publicizing Company's membership in the Program or Company's support of the applicable ConnectWise Product(s) under the Program.

(b) ConnectWise shall have a worldwide, nonexclusive right to use the Company trademarks, trade names, service marks and logo's ("Marks") in marketing, advertising and promotional materials solely for the purposes of promoting the Program and publicizing Company's membership in the Program and ConnectWise's integration with the Company Software.

5.2 **Restrictions.** (a) Each Party shall comply with all reasonable guidelines provided by the other Party in writing concerning the use of the other Party's Marks, including without limitation the ConnectWise Branding Logo Guidelines provided by ConnectWise, which is incorporated by reference herein. You are not allowed to use the term "certified" or use any ConnectWise branded logo designating certification until such time as you have satisfactorily completed the applicable audit for your Program level. Each Party agrees that their respective products that are

associated with the other Party's Marks shall meet or exceed industry standards and be at least commensurate with the quality of products previously distributed by such Party. **(b)** Except as set forth in this Section, nothing in this Agreement shall grant or shall be deemed to grant to one Party any right, title or interest in or to the other Party's Marks. All use of the other Party's Marks (including any goodwill associated therewith) shall inure to the benefit of that other Party. At no time during or after the term of this Agreement shall either Party challenge or assist others to challenge the Marks of the other Party or the registration thereof by the other Party, nor shall either Party attempt to register any Marks that are confusingly similar to those of the other Party. Each Party shall not adopt, use, register, make application or attempt to register any acronym, Trademark, trade names or other marketing name of the other Party or any confusingly similar mark, uniform resource locator (URL), Internet domain name, or symbol as part of such Party's own name or the name of any of its affiliates or the names of any products it markets. **(c)** Each Party agrees that it will not make any negative, false, or disparaging statements (written or oral) to the other Party's customers, potential customers, press or analysts about the other Party or other Party's products or technology. The Parties agree that any statement in violation of the foregoing that is (i) inadvertent, immaterial or non-public or (ii) truthful by objective evidence and not merely an expression of opinion will not be deemed a breach of this Section. **(d)** Company may not alter the ConnectWise Marks in any way. **(e)** Company may not combine the ConnectWise Marks with any other feature including, but not limited to, other logos, words, symbols, graphics, photos, slogans, numbers, design features or symbols. **(f)** Company may not display the ConnectWise Marks on packaging, documentation, collateral or advertising in a manner which suggests that ConnectWise or the ConnectWise Marks are part of Company's trade name or Company's product name. **(g)** The ConnectWise Marks cannot be larger or more prominent than Company's Software name, trademark, logo or trade name.

6 FEES AND PAYMENT

- 6.1 **Annual Program Fees.** Upon payment by Company of the applicable Fees specified herein, ConnectWise will provide all benefits of the Program. On or before each annual anniversary date of the Effective Date (unless otherwise mutually agreed in writing) Company is required to pay an annual program fee ("Program Fee"). Annual Program Fees are assessed by the number of product integrations (Company will have to pay additional Program Fees for multiple product integrations.) In the event of the renewal of this Agreement, Company shall pay ConnectWise the then current Program Fees for such renewal term.
- 6.2 **Payment Terms.** All payments made by Company to ConnectWise under this Agreement shall be made in United States dollars within thirty (30) days of an invoice and are non-refundable. Fees not paid when due shall accrue late charges at a rate of one and a half percent (1.5%) per month, or the maximum rate allowed under law, whichever is lower, from the date such payment was due until the date paid.
- 6.3 **Taxes.** All amounts payable by Company are payable in full without offset or deduction for taxes (including any withholding tax) or customs duties. In addition, Company shall be responsible for and shall pay any sales, use, value-added and similar transaction taxes and customs duties paid or payable, however designated, levied, or based on amounts payable by Company hereunder (other than taxes based on ConnectWise's net income).

7 TERM AND TERMINATION OF AGREEMENT

- 7.1 **Term.** This Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless earlier terminated in accordance with Sections 7.2, 7.3, or 7.4. Thereafter, this Agreement shall renew automatically for successive calendar year terms (one-year terms) unless either Party gives written notice of intent to terminate at least thirty (30) days prior to the expiration of the then-current term or unless earlier terminated in accordance with Sections 7.2, 7.3, and 7.4.
- 7.2 **Termination.** Either Party may terminate this Agreement for any reason, with or without cause, immediately upon written notice to the other Party. Refunds are not eligible for Company unless this Agreement is terminated by ConnectWise without cause and ConnectWise shall refund to Company the pro rata portion of the Program Fees corresponding to the number of full calendar months remaining in the then current Term of this Agreement. Either Party may terminate this Agreement upon written notice if the other Party breaches any term or condition of this Agreement and, if such breach is capable of cure, fails to cure such breach within thirty (30) days after receiving written notice of the breach from the non-breaching Party. Either Party may terminate this Agreement upon written notice: (a) upon the institution by the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, (b) upon the institution of such proceedings against the other Party,

which are not dismissed or otherwise resolved in its favor within thirty (30) days after its receipt of written notice of such proceeding, (c) upon the other Party's making a general assignment for the benefit of creditors, or (d) upon the other Party's dissolution or ceasing to conduct business in the ordinary course.

7.3 **Effect of Termination.** Notwithstanding any expiration or termination of this Agreement, Sections 1, 3.3, 3.8, 6.2, 6.3, 7.1-7.4, 9-12 shall survive and remain in effect in accordance with their terms. All other rights and licenses granted under this Agreement will cease upon expiration or termination.

7.4 **Return of Property Upon Termination.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party, and all copies thereof which 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 upon the disclosing Party's written request or termination of this Agreement. Each Party shall delete from its electronic storage all copies or files relating to the same. If requested by the other Party, each Party shall provide the other Party with written certification (by an authorized officer of the Party) of compliance with the foregoing obligations. In addition, Company shall cease use of all copies of the ConnectWise Products and Marks (if applicable), return the original and all copies of the ConnectWise Products and Documentation to ConnectWise, and certify to ConnectWise in writing that all copies thereof have been destroyed and deleted from any computer libraries or storage devices and are no longer in use by Company.

8 LIMITED WARRANTIES, DISCLAIMER AND NO ENDORSEMENT

8.1 **Limited Warranties.** EACH PARTY WARRANTS THAT IT HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT AND TO PERFORM ITS OBLIGATIONS HEREUNDER. THE CONNECTWISE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU WARRANT THAT ALL INFORMATION YOU SUBMIT TO CONNECTWISE AS PART OF THE INVENT PROGRAM IS ACCURATE AND THAT YOU WILL KEEP IT CURRENT.

8.2 **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 8.1, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, IN CONNECTION WITH THIS AGREEMENT. EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONNECTWISE DOES NOT WARRANT THAT ANY SERVICES OR PRODUCTS PROVIDED HEREUNDER WILL MEET COMPANY'S OR IT'S END USERS' REQUIREMENTS.

9 LIMITATION OF LIABILITY

EXCEPT FOR (i) BREACH OF CONFIDENTIALITY (ii) BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR (iii) AS MAY ARISE IN CONNECTION WITH COMPANY'S OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOSS OR DAMAGE TO COMPUTER OPERATING SYSTEMS, LOSS OF BUSINESS, LOSS OF GOODWILL, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT EITHER PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL CONNECTWISE'S AGGREGATE LIABILITY TO COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, EXCEED THE AMOUNTS ACTUALLY RECEIVED BY CONNECTWISE FROM COMPANY UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT.

10 PROPRIETARY RIGHTS IN CONNECTWISE PRODUCTS

ConnectWise and its licensors shall own all right, title and interest, whether or not specifically recognized or perfected under the laws of any applicable jurisdiction, in and to the ConnectWise Products, all information and data relating to the configurations and combinations of the ConnectWise Products, and all modifications to and derivative works of any of the foregoing. Company shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed on or embedded in the ConnectWise Products by ConnectWise. Company will do all things reasonably

requested by ConnectWise to protect ConnectWise's Intellectual Property Rights as those reasonably relate to Company's use of the ConnectWise Products under the terms of this Agreement.

11 CONFIDENTIAL INFORMATION

11.1 Use and Disclosure. Each of the parties hereby acknowledges that all non-public information provided by or relating to the other Party (the "Confidential Information") constitutes trade secrets and confidential information of the disclosing Party. Confidential Information includes, without limitation, ConnectWise customer lists, ConnectWise Products, and ConnectWise Product roadmaps and strategic marketing plans. For a period of three (3) years after disclosure, (and in perpetuity with respect to trade secrets and source code), neither Party shall sell, transfer, disclose, display or otherwise make available any of the other Party's Confidential Information or copies or portions thereof to any other entity or third party (other than employees and contractors on a need-to-know basis who are bound in writing by confidentiality obligations, which are no less protective than those contained herein, or otherwise use the other Party's Confidential Information, except as expressly permitted under, and in compliance with, this Agreement. Each of the Parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Agreement, but in no event less than reasonable care. The provisions of this Section do not apply to information: (i) generally available to, or known by, the public prior to the time of disclosure by the disclosing Party; (ii) that 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; or (iii) required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

11.2 Injunctive Relief. The Parties agree and acknowledge that money damages may not be an adequate remedy for any breach of this Section and that either Party may seek injunctive relief in order to prevent any such breach.

12 GENERAL PROVISIONS

12.1 Relationship. The relationship of the Parties under this Agreement is that of independent contractors. Neither Party will be deemed to be an employee, agent, Company, franchisor, franchisee nor legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

12.2 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered (i) in person, (ii) by first class registered mail, or air mail, as appropriate, posted and fully prepaid to the appropriate address for ConnectWise or Company (iii) via facsimile, or (iv) by reputable overnight courier service. Notices will be considered to have been given at the time of actual delivery in person, five (5) business days after deposit in the mail as set forth above, upon receipt of facsimile confirmation, or (2) business days after deposit with an overnight courier service as set forth above. Either Party may change its address for notification under this Agreement, by notifying the other Party in accordance with this Section. Notwithstanding the foregoing, notices from ConnectWise to Company regarding the Program, including but not limited to (a) Company's acceptance into the Program, (b) Company's status within the Program, (c) any Program membership renewal and/or termination and (d) any Program Fee waivers, shall be in writing and may either be delivered in one of the above-referenced delivery methods or by email to the email address provided by Company in its application for the Program. If such notice is delivered by email, it will be considered to have been given at the time it is sent.

12.3 Force Majeure. Except for payment obligations, neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties (including, without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded).

12.4 Privacy. You agree that any Personal Information that you collect from a third party in relation to the Development Project will be collected, processed, transmitted, maintained, and used in compliance with: (a) your agreement with such user; (b) all applicable laws; and (c) a privacy policy that you conspicuously make available to such user that governs your collection of Personal Information from such user (your "Privacy Policy"). You shall comply with the terms and conditions of your Privacy Policy and employ reasonable measures to ensure that unauthorized third

parties are unable to access such Personal Information or other end user data. You are solely responsible for your interactions (including any disputes) with each user. Neither you nor Company Software, Company Hardware and/or the Development Project may perform any functions or link to any content, services, information, or data, or use any robot, spider, site search, or other retrieval application or device to scrape, mine, retrieve, cache, analyze, or index any software, user data, Personal Information, or other information related to operation or use of the ConnectWise Offerings, except to the limited extent necessary to the Development Project and to provide Company Software and Company Hardware to end users (or to demonstrate ConnectWise Offerings to prospective users with their permission) and in accordance with your Privacy Policy. "Personal Information" means any and all information pertaining to a specific person, including, but not limited to, a person's name, e mail address, mailing address, telephone number, credit card number, or persistent identifier (such as an identification number held in a cookie) which is associated with a person's individually identifiable information. Personal Information also includes information that can, together with the other information collected or to be collected, identify a specific individual, even if such information cannot, by itself, identify a specific individual.

- 12.5 **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Company, in whole or in part, whether voluntarily or involuntarily, or by operation of law, including by way of change of control, sale of assets, merger or consolidation, without the prior written consent of ConnectWise. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.
- 12.6 **Choice of Law/Venue.** This Agreement will be interpreted and construed in accordance with the laws of the State of Florida and the United States of America, without regard to conflict of law principles. All disputes arising out of this Agreement shall be brought in the appropriate State or Federal courts located in Hillsborough County, Florida, and each Party hereby consents to the personal jurisdiction thereof.
- 12.7 **Amendments.** This Agreement may not be amended, except by a writing signed by both Parties.
- 12.8 **Waiver.** No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective.
- 12.9 **Severability.** If any term, condition, or provision in this Agreement is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law.
- 12.10 **Third Party Beneficiaries.** The Parties hereto expressly agree that there are no third party beneficiaries of this Agreement.
- 12.11 **Conflict.** To the extent of any conflict between the terms of any embedded ConnectWise Product license and the terms of this Agreement, the terms of this Agreement shall control.
- 12.12 **Purchase Order Terms.** No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either Party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement.
- 12.13 **Audit.** Company will allow ConnectWise, during normal business hours and without cost to ConnectWise, access to the machine(s) upon which the ConnectWise Products are to be used, and to conduct a review of Company's compliance with the provisions of this Agreement, upon ConnectWise providing reasonable notice and complying with all of Company's applicable confidentiality and security provisions provided to ConnectWise.
- 12.14 **Non-Competition.** Company agrees that it shall not utilize the ConnectWise Products to assist in the development, design, or sale of a computer software program that is intended to provide substantially similar functionality as the ConnectWise Products or that is intended to facilitate migration from the ConnectWise Products.
- 12.15 **Non-Hire.** Company agrees that during the term of this Agreement, and for a period of twelve (12) months after termination of this Agreement, Company will not solicit for hire, either directly or indirectly, any employee to leave the employment of ConnectWise and its affiliated companies or to hire/retain such person(s). Company agrees that these provisions are necessary and reasonable to protect the legitimate business interests that ConnectWise and its affiliated companies have in protecting substantial investments in such employees.
- 12.16 **Publicity.** Company authorizes ConnectWise to use Company's name, the name and description of Company's product(s), and Company's participation in the Program in promotional activities related to the Program,

including, without limit, press announcements, media events, web postings and marketing collateral. Except as set forth herein, neither Party shall make any press release or announcement concerning this Agreement or disclose the terms and conditions of this Agreement to any third party without the other Party's prior written approval. Such approval may be provided by the Party's authorized representative via email.

12.17 **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall be considered an original; such counterparts shall together constitute one agreement.

12.18 **Entire Agreement.** This Agreement and the information which is incorporated into this Agreement by written reference, together with any applicable additional written terms posted on the ConnectWise site related to the ConnectWise materials you receive from ConnectWise under this Agreement, are the complete agreement for your membership in the Program, and this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding your membership in the Program.