

ConnectWise Cloud Backup and ConnectWise SaaS Security Partner Terms & Conditions

(formerly SkyKick Customer Terms & Conditions)

Last updated: March 14, 2025

These ConnectWise Cloud Backup and ConnectWise SaaS Security Manager Partner Terms & Conditions (the “Terms & Conditions”) apply to each IT solutions provider (“Partner”) authorized by ConnectWise S-K, LLC or its affiliates (“ConnectWise”) to resell ConnectWise Cloud Backup and ConnectWise SaaS Security Manager services (the “Services”) to its customers, and/or to use and manage the Services on behalf of their customers (collectively, the “Customers”) in connection with its own products and services (the “Partner Offerings”).

All marketing, promotion, resale, management and use of the Services, and all other access, use and interaction with the Platform (defined below) by Partner are subject to and expressly conditioned on Partner’s acceptance to these Terms & Conditions, including any and all terms, conditions, Schedules, and policies incorporated herein by reference, as well as any other written or electronic terms executed by ConnectWise and Partner or otherwise presented by ConnectWise and accepted by Partner that reference or are executed pursuant to these Terms & Conditions (collectively, the “Agreement”).

ConnectWise and Partner are sometimes referred to herein individually as a “Party” and together as the “Parties”. By conducting any of the foregoing activities, or otherwise accepting these Terms & Conditions, Partner agrees to all of the terms and conditions of this Agreement, including the limitations on liability set forth herein.

IF A PARTNER IS BASED IN AUSTRALIA SPECIFIC MARKET TERMS MAY APPLY, accessible here: [ConnectWise Cloud Backup and SAAS Security Manager Partner Terms & Conditions Australia](#). IF PARTNER DOES NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, PARTNER IS NOT PERMITTED TO MARKET, PROMOTE, RESELL, MANAGE OR USE THE SERVICES, OR OTHERWISE ACCESS, USE OR INTERACT WITH THE PLATFORM.

RECITALS

A. ConnectWise is in the business of providing certain IT-related products and services as more fully described in the Documentation.

B. Partner wishes to be granted the right to resell, manage and use the Services to/on behalf of Customers in connection with the Partner Offerings, which are to be provided for the Customer’s own business operations and not for further resale, redistribution or servicing of third parties.

C. ConnectWise wishes to permit Partner to resell, manage and use the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions. For the purposes of this Agreement, capitalized terms will have the meanings set forth below or elsewhere in this Agreement:

1.1 “Confidential Information” means all information disclosed or made available (whether in oral, written, or other tangible or intangible form) by a Party to the other Party concerning or related to this Agreement (whether before, on or after the Effective Date), which the receiving Party knows or should know, given the facts and circumstances surrounding the disclosure of the information, is confidential information of the disclosing Party. ConnectWise’s Confidential Information includes, but is not limited to, the details of any Order (defined below), including, but not limited to pricing terms, Usage Data (defined below) and other information relating to the Platform, the Services, and proprietary software or technology of ConnectWise, any inventions, research and design plans, business plans, financial plans, strategies, and know-how. Notwithstanding the foregoing, Confidential Information will not include information that: (a) is or becomes publicly available without breach of this Agreement through no fault of the receiving Party; (b) the receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the disclosing Party; (c) the receiving Party can demonstrate was developed by the receiving Party without the use of or reference to the Confidential Information; or (d) the receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

1.2 “Customer” means any Person that purchases Services through Partner for use in connection with a Partner Offering.

1.3 “Customer Data” means any and all information, emails, data, text, audio, video, images or other content provided to, hosted and/or stored by ConnectWise in connection with the provision of the Services (such as data Backup, Migration and Cloud Manager), other than Order Data.

1.4 “Customer Terms & Conditions” means the Customer Terms & Conditions located at <https://www.connectwise.com/company/legal>, together with any other any terms and conditions governing the Services or ConnectWise’s relationship with the Customer provided by ConnectWise on the ConnectWise Site or to Partner from time to time.

1.5 “Data Protection Law” means any and all data protection laws and regulations that apply to the processing of personal information by ConnectWise under this Agreement.

1.6 “Documentation” means ConnectWise’s product, licensing and services descriptions, user instructions and any other documentation relating to the Platform that ConnectWise may provide via the ConnectWise Site or directly to Partner from time to time.

1.7 “Effective Date” means the date that Partner first markets, promotes, resells, manages or uses the Services, otherwise accesses, uses or interacts with the CPlatform, or otherwise accepts these Terms & Conditions.

1.8 “Intellectual Property Rights” means patents, database rights, copyrights, moral rights, trademarks, trade secrets, trade dress, design rights and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

- 1.9 “Order” means an order for Services placed via ConnectWise’s Partner Portal (defined below), the API (defined below), through an electronic marketplace or customer portal hosted by Partner.
- 1.10 “Order Data” means data (such as, Partner’s, Customers’ and/or Users’ names and contact information) provided or made available by Partner or the Customer to ConnectWise in connection with submitting an Order and otherwise required for ConnectWise to administer the Order.
- 1.11 “Partner Agreement” means the agreement between Partner and each Customer that governs Partner’s provision of the Partner Offering(s) procured by the Customer.
- 1.12 “Partner Portal” means the portion of the Platform designed specifically for, and solely for use by Partners to submit Orders and facilitate Partner’s resale, management and use of the Services.
- 1.13 “Payment Information” means the details for the method of payment, such as credit card or electronic transfer agreement, direct debit, or other generally acceptable means by which Fees are settled by Partner.
- 1.14 “Person” means an individual, partnership, limited liability company, association, corporation or other entity.
- 1.15 “Provider” means a service provider that provides, hosts and/or stores, through any product or service, Customer Data accessed by ConnectWise in connection with providing the Services.
- 1.16 “Provider Agreement” means an agreement between the Customer and a Provider pursuant to which the Provider makes the Provider Offerings available to the Customer.
- 1.17 “Provider Offering” means any products or services offered by a Provider.
- 1.18 “Schedule” means a schedule to these Terms and Conditions.
- 1.19 “API” means each of the application programming interfaces (or, APIs) made available by ConnectWise via the Platform, and all related Documentation, code, and other materials, as updated from time to time.
- 1.20 “ConnectWise Marks” means the ConnectWise name, trademarks, service marks, logos and other words, symbols and designs that identify ConnectWise.
- 1.21 “Platform” means the proprietary software and any other technology used by ConnectWise in the provision and operation of the Services or made available by ConnectWise to Partner or to the Customer, including the ConnectWise Site, Partner Portal, APIs, ConnectWise UI and related Documentation.
- 1.22 “ConnectWise Site” means the ConnectWise website at www.ConnectWise.com, or any successor website thereto.
- 1.23 “ConnectWise UI” means the user interface or other interaction models, whether white-labeled or ConnectWise-branded, that ConnectWise makes available to Partner to present to Customers.
- 1.24 “User” means each employee, contractor, delegate, or agent of Partner, or other Person who is authorized by Partner to use the Platform and Services, including Customer and its employees.

2. Partner’s Appointment and Responsibilities.

2.1 Non-Exclusive Appointment. Subject to the terms and conditions of this Agreement, ConnectWise appoints Partner, and Partner hereby accepts the appointment to market, promote and resell Services to Customers, and to manage and use the Services on behalf of Customers. The relationship created by this Agreement is non-exclusive in all respects. ConnectWise reserves the right at its sole discretion to appoint and remove other partners, resellers, distributors, or representatives in the sale of the Services, or to sell the Services to Customers directly.

2.2 Customer Terms & Conditions. Prior to submitting any Order or utilizing a Service for the Customer or for the benefit of a Customer, Partner shall obtain Customer's authorization to act on the Customer's behalf with respect to (i) the placement and management of Orders, and (ii) the use and management of the Services. In addition, Partner shall require the Customer to review the Customer Terms & Conditions, and secure either (a) the Customer's acceptance of the Customer Terms & Conditions, or (b) the requisite authority from the Customer to accept the Customer Terms & Conditions on the Customer's behalf and to legally bind the Customer thereto. Only upon receipt of such acceptance may Partner place any Order for any Customer or manage or use the Services on behalf of the Customer. By taking any such action, Partner represents and warrants that it has obtained the necessary authority from the Customer to do so.

2.3 Partner Agreements. Partner shall not include in any Partner Agreement any term or provision that is inconsistent or conflicts with the Documentation, this Agreement, or the Customer Terms & Conditions.

2.4 Marketing and Promotion of the Services. Partner shall use reasonably diligent efforts to market, promote and resell the Services. While ConnectWise may from time to time provide promotional and marketing materials to Partner (the "ConnectWise Materials"), Partner is solely responsible for the means, manner and method of its performance under this Agreement. Partner may build its own marketing strategies and market the Services using commercially reasonable marketing concepts and channels (e.g., forums, blogs, social networks, personal or business websites, printed media, etc.); provided, however, that Partner shall not utilize any marketing methods that (a) violate this Agreement; (b) infringe, dilute or otherwise violate the intellectual property rights of ConnectWise or any third parties; (c) misrepresent the Services or otherwise violate any applicable law, rule, regulation or order; or (d) include any representation or warranty that is inconsistent or conflicts with the Documentation, this Agreement or the Customer Terms & Conditions.

2.5 Publicity. Neither Party may issue a public statement or press release regarding this Agreement without the prior written consent of the other Party. However, either Party may, during the Term (as defined below), identify that Partner is an authorized partner of ConnectWise and display the other Party's name, trademarks, service marks, and/or logos on its website and in its marketing and advertising materials. All use of the other Party's name, trademarks, service marks and logos, and all goodwill arising out of such use, will inure to ConnectWise's benefit.

2.6 Use of ConnectWise Marks. The ConnectWise Marks may not be included in, or as part of, Partner's registered corporate name, any of its logos and signs, or any of the Partner Offering or product names; and Partner may not (a) create any derivative signs of the ConnectWise Marks or use the ConnectWise Marks in a manner that creates or reasonably implies a sense of endorsement, sponsorship, or association with ConnectWise; (b) otherwise use the ConnectWise Marks in a manner that can mislead, confuse, or deceive users of the Partner Offering; (c) use the ConnectWise Marks for any purpose except as expressly authorized herein without ConnectWise's prior, written consent; or (d) remove or alter any proprietary notices or ConnectWise Marks from the CPlatform. Partner agrees not to do anything inconsistent with ConnectWise's ownership of the ConnectWise Marks, including without limitation, challenging ConnectWise's ownership of the ConnectWise Marks, challenging the validity of the licenses granted herein, registering any of the ConnectWise Marks, or otherwise copying or exploiting the ConnectWise Marks during or after the termination of this Agreement, except as specifically authorized herein.

2.7 Internal Use Prohibited. The Services are intended for use only by or on behalf of Customers. If Partner wishes to use the Services for its own account, it must place an Order naming itself as the Customer and its use of the Services in that capacity will be subject to the Customer Terms & Conditions and other terms and conditions applicable to Customers.

2.8 Distributor Relationship. If Partner accesses and uses the Partner Portal pursuant to its relationship with a ConnectWise-approved third-party distributor ("Approved Distributor"), Partner acknowledges that the terms and conditions of ConnectWise's applicable agreement with such Approved Distributor ("Distributor Agreement") may establish a different order process or different payment terms than those set forth in this Agreement. To the extent any conflict between Section 3 (Order Process; Partner Portal) and Section 4 (Fees; Payment) of this Agreement and any Distributor Agreement, the terms of such Distributor Agreement will apply. Notwithstanding the foregoing, if the Approved Distributor is delinquent under its agreement with ConnectWise in the payment of any Fees to ConnectWise due in relation to Services purchased by Partner through the Approved Distributor, (i) Partner shall be liable for the payment of such Fees; (ii) ConnectWise may at its sole discretion seek payment from Partner of all or part of such Fees; and (iii) Section 4 (Fees; Payment) shall apply between ConnectWise and Partner as if the Fees had always been directly due by Partner. Partner is responsible for contacting its Approved Distributor with any questions regarding the order process and payment terms, including pricing applicable to its use of the Partner Portal. ConnectWise will not be responsible or liable to Partner for any Liabilities arising out of or related to the invoicing, billing, collection, payment or non-payment of fees pursuant to a Distributor Agreement.

3. Order Process; Partner Portal.

3.1 Registration; Partner Portal. ConnectWise will provide Partner with an account granting Partner access to and use of the Partner Portal. Partner is responsible for establishing credentials for each of its Users, maintaining the confidentiality of all account credentials and passwords, and for all activities that occur under Partner's account. During the registration process for the Partner Portal, Partner will provide certain information, including contact information, business qualifications (if applicable) and any other information required by ConnectWise ("Portal Data"). Partner represents and warrants that (i) all information provided during the registration process is accurate and complete; and (ii) if registering on behalf of an entity or organization, Partner is an authorized representative of such entity or organization with the authority to legally bind such entity or organization to this Agreement. If ConnectWise determines that Partner has provided false, misleading, or otherwise inaccurate information to ConnectWise, ConnectWise may terminate this Agreement immediately upon notice to Partner without incurring any liability towards Partner, and Partner shall cease holding itself out as a Partner of the Services.

3.2 Orders. From time to time during the Term, Partner may order Services from ConnectWise for its use for the benefit of its Customers, or on behalf of the Customers by submitting an Order via the Partner Portal or API. Any Orders received from Partner by ConnectWise shall be deemed to have been authorized by both Partner and the Customer. Such Order will include all required information to enable ConnectWise to perform the Services for the Customer as set forth in the Partner Portal.

3.3 Information. Partner is responsible for providing complete and accurate information to ConnectWise with respect to all Customers in order for ConnectWise to make the Services available such Customers. Partner acknowledges that ConnectWise will have access to all of the data and information provided by Partner and the Customers. Failure to provide accurate and complete information about the Customer or Services required by the Customer, may result in a delay in ConnectWise's performance or cancellation of an Order if ConnectWise later determines that it is unable to provide the Services requested.

4. Fees; Payment.

4.1 Fees. Partner will pay ConnectWise the fees for the Services in the amounts set forth in the Order (“Fees”). ConnectWise will have the right to modify the Fees for any Services from time to time at its discretion. The then-current Fees for the Services will be available on the Partner Portal. Partner shall have full discretion to set its own prices for the sale of the Services to Customers.

4.2 Invoice Terms. Each Service is subject to a different invoicing schedule, as described in the applicable Order. Except as otherwise set forth in an applicable Order, all Fees for Partner’s purchase of Services shall be due and payable at the time Partner receives an invoice from ConnectWise and the applicable payment term has expired. Notwithstanding the invoicing schedule, Partner is liable for all Fees upon submission of the Order. In case an Order is cancelled by Partner prior to the completion and/or end of the Order, this does not absolve Partner from the obligation to pay the Fees and the Fees are not refundable. In the event of any early termination of an Order or this Agreement, Partner will pay all outstanding amounts immediately upon the effective date of termination.

4.3 Payment Card Terms. Except as otherwise set forth in an applicable Order, Partner will pay ConnectWise any subscription-based Fees via Partner’s credit or debit card (“Payment Card”) and will be charged on the date each invoice is issued. By providing ConnectWise with Payment Card information (including account number, expiration date, card verification code, and billing address), Partner authorizes ConnectWise to charge such Payment Card for all subscription-based Fees that are due and payable hereunder. ConnectWise will initiate periodic charges to such Payment Card for all subscription-based Fees incurred during the Term. Partner’s authorization of such recurring charges will remain effective for the duration of the Term, unless Partner notifies ConnectWise in writing that Partner revokes such consent via the Partner Portal. Partner is not allowed to change its payment preferences without ConnectWise’s prior acceptance. Partner can submit a request to change its payment preferences via the Partner Portal. Partner further authorizes ConnectWise to receive updated Payment Card account information from the issuer of the Payment Card. For all other forms of payment, payment is due within 30 days from the invoice date or Approved Distributor under payment terms set by Approved Distributor.

4.4 Disputed Invoices. If Partner in good faith disputes any portion of an invoice, Partner shall pay the undisputed portion of the invoice and submit written notice to ConnectWise regarding the disputed amount, which shall include documentation supporting the alleged billing error (each such notice, a “Fee Dispute Notice”). A Fee Dispute Notice must be submitted to ConnectWise within 30 days from the date the invoice at issue is received by Partner. Partner waives the right to dispute any Fees not disputed within such 30 day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within 60 days after Partner’s delivery of the applicable Fee Dispute Notice.

4.5 Purchase Orders. In the event that Partner requires a purchase order in order to pay invoices, it is Partner’s responsibility to input the purchase order number together with each Order and update the purchase order information as necessary. Partner will submit any updated purchase order number at least 10 days in advance of the scheduled invoice date. For the avoidance of doubt, Partner will be responsible to pay all Fees based on the Services ordered or consumed, regardless of any omission, error or conflicting information in purchase order.

4.6 Collection of Delinquent Accounts. Any amount not paid when due shall incur interest at the rate of 3% per month, or the highest rate allowed by law, whichever is less, without any notice of default being required. In the event ConnectWise incurs any costs (including reasonable collections agency fees, attorneys’ fees, and court costs) from efforts collecting overdue amounts from Partner, Partner agrees to reimburse such costs promptly upon demand. If any

amount remains unpaid for a period of 10 days after ConnectWise informs Partner of the delinquency, ConnectWise may suspend all services, including access to the Partner Portal, until all amounts due are paid in full. Partner further acknowledges that ConnectWise has the right to take action against Customers for delinquent payment by Partner of Fees that are due and payable from Partner to ConnectWise arising out of the Services. All Fees will be due and payable to ConnectWise regardless of whether Partner has received payment from its Customers.

4.7 Taxes. All Fees payable by Partner are exclusive of applicable taxes and duties, including VAT and applicable sales tax. Partner will provide ConnectWise with any information requested by ConnectWise to determine whether ConnectWise is obligated to collect VAT from Partner, including Partner's VAT identification number. If Partner is legally entitled to an exemption from any sales, use, or similar transaction tax, Partner is responsible for providing ConnectWise with legally-sufficient tax exemption certificates for each taxing jurisdiction. ConnectWise will apply the tax exemption certificates to charges under Partner's account occurring after the date ConnectWise receives the tax exemption certificates. If any deduction or withholding is required by law, Partner will notify ConnectWise and will pay ConnectWise any additional amounts necessary to ensure that the net amount that ConnectWise receives, after any deduction and withholding, equals the amount ConnectWise would have received if no deduction or withholding had been required. Additionally, Partner will provide ConnectWise with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

4.8 Audit. During the Term (as defined below), ConnectWise will have the right to audit the records of Partner relating to Partner's sale of the Services to Customers to ensure that Partner is compliant with the terms and conditions of this Agreement, including the calculation of Fees in accordance with this Section 4.

5. Usage Data; Confidentiality; Security; Support.

5.1 Usage Data. Separately, ConnectWise may collect, generate, use and store anonymous, pseudonymised, or aggregate information regarding use of the Services ("Usage Data") solely for ConnectWise's business purposes (including, but not limited to, billing, enhancing the Services and creating new features, functionality and services). Partner acknowledges that ConnectWise is the sole owner of the Usage Data.

5.2 Confidentiality. Each Party will, during the Term and thereafter, maintain in confidence the Confidential Information of the other Party and will not use such Confidential Information except as expressly permitted herein. Each Party will use the same degree of care in protecting such Confidential Information as such Party uses to protect its own confidential information from unauthorized use or disclosure, but in no event less than reasonable care. Each Party will use such Confidential Information solely for the purpose of exercising its rights, carrying out its obligations under this Agreement or vis-à-vis that Party, or in connection with the Services. In addition, each Party: (a) will not reproduce such Confidential Information, in any form, except as required to accomplish its obligations under this Agreement; and (b) will only disclose such Confidential Information to its employees, consultants and third-party service providers who have a need to know such Confidential Information in order to perform their duties relating to this Agreement and have been informed of the obligation to preserve the confidentiality of such information prior to receiving such information. Confidential Information will be the property of the disclosing Party during the Term and afterwards in perpetuity, subject only to the exceptions expressly stated in this Agreement.

5.3 Security. ConnectWise is responsible for the security of ConnectWise's IT systems. During the Term, ConnectWise shall implement and maintain security safeguards as it deems reasonably necessary to account for (i) material changes to relevant technology or systems; or (ii) the discovery of a material privacy or security vulnerability or weakness.

5.4 Support. ConnectWise shall provide Partner support regarding the Services in accordance with the terms set out in Schedule 1.

6. Proprietary Rights.

6.1 As between ConnectWise and Partner, other than the limited rights explicitly granted to Partner under this Agreement, ConnectWise or its licensors own and reserve all right, title, and interest in and to the Platform, and Services, including, without limitation, any ConnectWise proprietary software or technology utilized in the provision or use thereof, the Documentation, and all Intellectual Property Rights therein. Partner acknowledges that (a) all right, title and interest in and to the Services, including the Platform and Documentation provided in connection therewith, and all Intellectual Property Rights embodied therein or associated therewith, are and shall remain with ConnectWise or its third-party licensors; (b) no right or interest in the Platform is conveyed other than the limited rights expressly granted herein; (c) the Platform is protected by copyright and other Intellectual Property Rights; and (d) the Platform embodies valuable confidential and trade secret information of ConnectWise or its licensors, the development of which required the expenditure of considerable time and money. Partner will not take or encourage any action during or after the Term that will in any way impair the rights of ConnectWise in and to the Platform, any proprietary software or technology of ConnectWise, or any Intellectual Property Rights in and to any of the foregoing. Except for the limited rights granted hereunder, ConnectWise reserves all rights not expressly granted and no such additional rights may be implied. Insofar as Partner would, by force of law, acquire, vest or otherwise obtain any right or Intellectual Property Right in the C Platform, and Services, it hereby agrees and irrevocably transfers these rights to ConnectWise. Insofar as legally required, the Terms and Conditions constitute the deed to transfer said rights and Intellectual Property Rights. Partner hereby furthermore agrees to, upon first request of ConnectWise, perform any (legal) acts to effectuate or complete such transfer.

7. ConnectWise Services.

7.1 Provision of Services. ConnectWise will, subject to all other terms and conditions of this Agreement, use commercially reasonable efforts to provide the Services substantially in accordance with the applicable Documentation for such Services.

7.2 Access and Use of the CPlatform. During the Term, ConnectWise grants to Partner a limited, non-exclusive, non-transferable right to access and use, and permit and enable its Customers and its Users to access and use, the CPlatform, including the right to install any software clients and other code as provided and instructed by ConnectWise, and related Documentation, solely in connection with Partner's resale, management or use of Services provided under this Agreement, strictly for its Customers' own business operations, and not for re-sale or redistribution. If a territory is mentioned in the Order, the license granted here is limited only to that territory.

7.3 ConnectWise S-K, LLC or ConnectWise S-K B.V. The Services will be provided by ConnectWise S-K, LLC if Customer is based in the United States of America or by ConnectWise S-K B.V. if the Customer is located outside the United States of America. Where relevant under local data protection laws, both ConnectWise S-K, LLC and ConnectWise S-K B.V. act as a processor (as that term is defined in the European Union's General Data Protection Regulation (Regulation (EU) 2016/679)), or similar concept under local data protection laws, for the Customer.

8. API License.

8.1 License. Subject to all other terms and conditions of this Agreement, ConnectWise hereby grants Partner a non-exclusive, royalty free, non-transferable, non-sublicensable, revocable license during the Term solely to use the API to integrate the Partner Offerings with ConnectWise's Services. ConnectWise reserves the right to impose limits on data usage and API calls, and may, in its discretion, throttle or terminate access of Partners that use excessive amounts of data or submit an excessive number of API calls. If a territory is mentioned in the Order, the license granted here is limited only to that territory.

8.2 Rate Limits. Partner will not (and will not attempt to) exceed 10,000 end-point requests per day through the API under this Agreement, or circumvent (or attempt to circumvent) such limitations on use of the API ("Rate Limits"), or otherwise use the API in a manner that (a) exceeds reasonable request volume as determined by ConnectWise from time to time, (b) in ConnectWise's opinion constitutes excessive or abusive usage, or (c) otherwise fails to comply or is inconsistent with any part of this Agreement. If Partner circumvents or breaches, or ConnectWise reasonably believes that Partner has attempted to circumvent or breach, Rate Limits, controls to limit use of the APIs, or the intent of this Agreement, then ConnectWise may in its sole discretion immediately suspend Partner's ability to use the API on a permanent or temporary basis. ConnectWise may monitor Partner's use of the API to improve the ConnectWise Service and to ensure Partner's compliance with this Agreement. If Partner wishes to have the right to issue more than 10,000 end-point requests per day, it shall need to contact ConnectWise to request this.

8.3 Reverse Engineering and other Limitations. Partner will not or attempt to (and will not allow others to) (a) reverse engineer, decompile, disassemble or translate the API, or otherwise attempt to derive source code, trade secrets or know-how in or underlying any API or any portion thereof; (b) interfere with, modify, disrupt or disable features or functionality of the API, including without limitation any mechanism used to restrict or control the functionality of the API, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the API; (c) sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, make available to or for the benefit of any third party as part of any time-sharing, ASP, cloud services, or service bureau arrangement, assign or otherwise transfer or provide access to, in whole or in part, the API to any third party, except as expressly permitted herein; (d) create links to the API or "frame" or "mirror" the API on any other server, or wireless or Internet-based device, or otherwise make available to a third party, any token, key, password or other login credentials to the API; (e) use the API in connection with third-party backup or migration services; or (f) use the API for any illegal, unauthorized or other improper purposes.

8.4 Updates. ConnectWise may update or modify the APIs from time to time, and at its sole discretion (in each instance, an "Update"). The Partner is required to implement and use the most current version of the API and to make any changes to the Partner Offerings that are required as a result of such Update, at Partner's sole cost and expense. Updates may adversely affect the manner in which the Partner Offerings access or communicate with the API or the Customer Data. The Partner's continued access or use of the API following an update or modification will constitute binding acceptance of the Update.

8.5 Ownership. Partner acknowledges that ConnectWise and its licensors retain all worldwide right, title and interest in and to the API, including all Intellectual Property Rights, and Partner does not acquire any rights in the API, express or implied, except as expressly set forth in this Agreement. Partner agrees not to do anything inconsistent with the ownership of the API, including without limitation, challenging ConnectWise's ownership of the API, challenging the validity of the licenses granted herein, or otherwise copying or exploiting the API during or after the termination of this Agreement, except as specifically authorized herein.

9. Partner Obligations and Acknowledgements.

9.1 Cooperation. Partner understands and agrees that Partner and the Customer's full, reasonable cooperation is required for ConnectWise to properly, efficiently, and effectively perform the Services for the Customer hereunder. Partner agrees to comply with all of ConnectWise's reasonable requests made in connection with the provision of Services to the Customer hereunder. Partner understands and agrees that its failure or the Customer's failure to so cooperate with ConnectWise could result in ConnectWise's inability to properly, efficiently, and effectively perform the Services hereunder and shall be deemed a material breach of this Agreement by Partner. ConnectWise's provision of the Services is therefore subject to Partner's and the Customer's cooperation (including the cooperation of third parties under such Partner's or the Customer's control) with ConnectWise, as well as Partner's and the Customer's compliance with this Agreement and/or any other ConnectWise Policy. ConnectWise shall have no liability whatsoever for any delays, deficiencies or failures that occur in the performance of Services as a result of Partner's or the Customer's failure to so cooperate. Partner acknowledges that the Customer can receive communications from ConnectWise directly (via email or other means) regarding the Services.

9.2 Compliance with Law. Partner will obtain and maintain during the Term all registrations, licenses and permits required to perform its obligations under this Agreement. The API is subject to U.S. export laws and may be subject to import and use laws of the country where it is delivered or used. Partner will comply with all applicable laws, rules, regulations and orders relating to its performance under this Agreement (including, without limitation (a) those concerning the exporting, importing and re-exporting of computer software; (b) Data Protection Law; and (c) laws and policies related to unsolicited, commercial e-mails (SPAM) or any illegal, objectionable or offensive activities). Under the U.S. export laws, the API may not be sold, leased, downloaded, moved, exported, re-exported, or transferred across borders without a license, or approval from the relevant government authority, (i) to any country or to any foreign national restricted by these laws, including countries embargoed by the U.S. Government (currently Cuba, Iran, North Korea, Sudan, Syria, Crimea region of Russia, Venezuela and Belarus), (ii) to any restricted or denied User including, but not limited to, any person or entity prohibited by the U.S. Office of Foreign Assets Control, or (iii) for any restricted end-use.

9.3 Security. Partner understands, agrees, and acknowledges that per Section 5.3 ConnectWise is responsible for the security of ConnectWise's IT systems, and as such, Partner will not perform scans of ConnectWise systems and/or technology.

9.4 Misrepresentations. Partner will not make any false or misleading representations concerning the Services, including the Platform, or make any representations concerning the Services', including the Platform, specifications, features, capabilities and applicable warranties which are inconsistent with or are in addition to those set forth in this Agreement, any other ConnectWise Policy, the Documentation, product descriptions or other ConnectWise Materials made available by ConnectWise to Partner.

9.5 Customer Requirements. Partner acknowledges that it will be required to provide ConnectWise with certain information regarding each Customer via the Partner Portal or API to enable ConnectWise to provide the Services to such Customer, including the Customer Data, Order Data and the Payment Information. In connection with each Customer engagement, Partner represents and warrants that (a) it has and will maintain all requisite authority to grant ConnectWise access to such Customer's systems and cloud computing accounts as required for ConnectWise to provide the Services (including administrative-level access); (b) it has obtained and will maintain all other required consents and authorizations from such Customer; (c) it is authorized by each Customer to share the Customer Data and other

information with ConnectWise; (d) the information provided to ConnectWise is complete and accurate; and (e) it has taken, and will take, all other steps necessary to ensure that ConnectWise's provision of the Services complies with applicable law, including where applicable requiring such Customer to obtain consent and authorization from its Users permitting ConnectWise to access and use any relevant information. To use the Services, a Customer's computer hardware, software and internet connectivity must meet certain minimum requirements as may be specified in the Documentation provided from time to time. ConnectWise bears no liability or responsibility if Customers cannot access or receive the Services due to a failure to grant the necessary access, provide the necessary information or meet these minimum requirements.

9.6 Compliance with Partner Agreement and Provider Agreement. Partner will comply with all terms and conditions set forth in the Partner Agreement and any applicable Provider Agreement. ConnectWise will have no responsibility or liability for any breach by Partner, any Customer or any Provider of the Partner Agreement and/or Provider Agreement.

9.7 Compliance with Law. Partner will comply with all applicable laws, rules, regulations and orders relating to its access and use of the Platform and Services under this Agreement, including without limitation (a) laws and policies related to unsolicited, commercial e-mails, or any illegal, objectionable or offensive activities; (b) laws and policies applicable to Partner's processing and storage of the Customer Data in connection with the Partner's use of the Platform and the Services; and (c) as applicable, those concerning the exporting, importing and re-exporting of computer software and the protection of privacy and personal information.

9.8 Changes to Services. ConnectWise may introduce new Services and/or alter existing Services without prior notice to Partner, Customers, Users, or others, including revising the user interface, features, and functionality of the Services as part of improvements or other necessary changes to the Services during the Term. ConnectWise may also update or revise the Documentation during the Term. ConnectWise will have the right, in its sole discretion, to discontinue some or all of the Services, or to change some or all of the Services, upon notification to Partner of any such discontinuation or change.

9.9 User Restrictions. Partner will not, and will not encourage or permit any Customer, Users or other Person to: (a) use the CPlatform, including the Services, in any manner or for any purpose other than as expressly permitted by this Agreement; (b) access or use the Platform in a way intended to avoid incurring fees to be paid to ConnectWise pursuant to this Agreement; (c) upload, post or store any content that infringes the rights of any Person, contains hate speech, promotes or encourages violence, or otherwise violates ConnectWise Policy; (d) access or use the Platform in any way that violates this Agreement or any applicable laws, rules, or regulations; (e) modify, alter, tamper with, repair or otherwise create derivative works of any software, technology, content or any Intellectual Property Rights of ConnectWise included in or used to provide the Platform; (f) reverse engineer, disassemble or decompile the Platform or any software or technology of ConnectWise included in or used to provide the Services; or (g) attempt to discover or recreate the Platform or any software, technology or intellectual property of ConnectWise.

9.10 Responsibility for Other Parties. Partner will be liable for any action that it permits, assists or facilitates any of its affiliates, officers, directors, employees, contractors, representatives, agents or other Person (each, a "Partner Party," and collectively, "Partner Parties") to take related to this Agreement, the Portal Data, Order Data, Customer Data, or the use of the Platform. Partner is responsible for and will ensure that all Partner Parties comply with Partner's obligations under this Agreement.

9.11 Notification of Unauthorized Use. Partner will immediately notify ConnectWise in writing of any unauthorized use of the Platform or breach of this Agreement that comes to Partner's attention. In the event of any unauthorized use by any third party that obtained access to the Platform directly or indirectly through Partner, Partner will take all steps necessary to terminate such unauthorized use and will provide ConnectWise such cooperation and assistance as requested by ConnectWise in connection with ConnectWise's actions to stop or prevent unauthorized use of the Platform.

9.12 Limited Use of the Platform. Partner's access to the Platform shall be limited to the purpose of reselling or providing the Services to Customers. Partner may not access and use the Platform for the purpose of developing (or intending to develop) a product or service that contains similar capabilities or functionalities as or that otherwise competes with the Software and Services.

9.13 Account Credentials. Partner is responsible for protecting and safeguarding any keys, certificates, passwords, access codes, user IDs or other credentials and login information (collectively, "Account Credentials") that have been provided to Partner or that are generated in connection with Partner's or its Customers' use of the Platform. Partner will not disclose or make available Account Credentials other than to authorized Users, if applicable, and shall use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Account Credentials or the Platform. Partner and/or its Customers are fully responsible for all activities that occur in connection with the Account Credentials.

9.14 Downtime. Partner acknowledges that access to the Platform may be limited, or the Platform may be unavailable, for the duration of any scheduled or emergency downtime, or due to other causes, including as a result of power outages, system failures, maintenance, upgrades or other interruption, whether affecting ConnectWise or a Provider, ConnectWise shall have no liability for any such interruption.

9.15 Partner's responsibilities. Partner acknowledges that it is responsible for acquiring access to the Internet in order to access the ConnectWise Services and that problems with internet connectivity, including equipment, software or network failures, impairments, or congestion, may prevent, interrupt or delay Partner's access to the ConnectWise Services. In respect of its use of the ConnectWise Services, Partner shall be solely responsible for (a) maintaining adequate technical and organizational measures and controls over its processing and content of its data transmissions; (b) monitoring the input and output of such processing and transmissions; and (c) notifying ConnectWise of any non-conforming processing and/or transmissions. Partner acknowledges and agrees that ConnectWise is not responsible for checking, verifying, or editing data transmissions or message content for completeness or for detecting errors or anomalies, nor for recreating or re-transmitting data by or on behalf of its Customer.

9.16 Suspension or Termination of Access. ConnectWise may, without liability to Partner, immediately limit, suspend or terminate access to the Platform or Services at any time in the event: (a) ConnectWise determines that the Platform is being used in violation of applicable federal, state or local law or ordinance, this Agreement, or any ConnectWise Policy; (b) ConnectWise determines that the Platform is being used in an unauthorized or fraudulent manner or that Partner or the Customer has submitted fraudulent or inaccurate information to ConnectWise or Partner; (c) ConnectWise determines that Partner's or the Customer's use of the Platform adversely affects ConnectWise's equipment or service to others; (d) ConnectWise is prohibited by an order of a court or governmental agency from providing the Services; (e) of a denial of service attack or any other event which ConnectWise determines, in its sole discretion, may create a risk to the Services, the C, or to any other customers; (f) of a security incident or imminent security risk or threat that impacts the Services or CPlatform, or the security of Order Data or Customer Data; or (g) Partner's failure to pay ConnectWise all

Fees due and payable under this Agreement in accordance with Section 4. ConnectWise shall have no liability for any damages, liabilities or losses as a result of any limitation, suspension or termination pursuant to this Section 9.16.

9.17 Feedback. Partner grants ConnectWise a perpetual, royalty-free, non-exclusive, worldwide, sublicensable permission to use, edit, reproduce, distribute, display, and publish at any time, in whole or in part and in any media, and at ConnectWise's discretion (including, without limitation, publication on the Internet) any postings, comments, reviews, or other feedback made by Partner regarding ConnectWise, the Platform or the Services, whether to ConnectWise directly, on any third party websites, or otherwise ("Feedback"). Partner acknowledges and agrees that Feedback may include, but is not limited to, Partner's name, statements, and employer name (if applicable), and agrees to provide additional appropriate testimonial affidavits and supporting information and documentation at ConnectWise's request. ConnectWise has the right to identify Partner as a Partner of the Services in the ConnectWise Materials and releases, however printed or displayed and in any medium of expression, and if applicable, to use Partner's corporate logo as it appears from time to time on Partner's website or other promotional materials. Partner represents and warrants such Feedback reflect Partner's honest beliefs and real experience in connection with ConnectWise or the Services, are made voluntarily, and are provided without compensation to Partner. To the maximum extent permitted by applicable laws, Partner waives, releases, and discharges ConnectWise and its employees, officers, affiliates, licensees, successors, assigns, agents, customers, and suppliers from any and all claims Partner may now or later have (whether related to copyright, right of privacy, right of publicity, performer rights, tort, contract, statute or otherwise) by reason of any use, edit, reproduction, distribution, display, or publication of the Feedback by ConnectWise or by any third party authorized to do so by ConnectWise. Partner will not to assert (a) any ownership or other right or interest in the Feedback; or (b) any claim for compensation related to the Feedback or the use, reproduction, distribution, or publication thereof. Partner may withdraw Partner's permission to ConnectWise to use, edit, reproduce, distribute, display, or publish Feedback at any time by contacting ConnectWise at support@skykick.com, provided that such withdrawal shall only apply to Feedback which ConnectWise can easily remove from the ConnectWise Site or other websites, and shall not apply to any printed materials or publications in circulation or ordered for circulation at the time of such withdrawal.

10. Representations and Warranties; Disclaimer.

10.1 Warranty. Each Party represents and warrants that: (a) it is validly existing and in good standing under the laws of its state of incorporation; (b) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement; (c) its execution and delivery of this Agreement and its performance of its obligations under this Agreement will not result in its breach of or default under any agreement or arrangement by which it is bound; (d) the person entering into this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement; and (e) this Agreement is valid, binding and enforceable against it in accordance with its terms.

10.2 Disclaimers. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". EXCEPT AS PROVIDED IN SECTION 10.1, CONNECTWISE AND ITS AFFILIATES MAKE NO (AND HEREBY DISCLAIM ALL) WARRANTIES OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING, WITH RESPECT TO THE PLATFORM, ANY AND ALL (A) WARRANTIES OF MERCHANTABILITY; (B) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); (C) ANY WARRANTY THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT THE ORDER DATA OR CUSTOMER DATA WILL NOT BE LOST OR DAMAGED; (D) WARRANTIES THAT THE API OR ANY OTHER CONNECTWISE PRODUCT OR SERVICE PROVIDED HEREUNDER WILL

MEET ANY OF PARTNERS' REQUIREMENTS OR THAT USE OF SUCH API OR OTHER PRODUCTS OR SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE. TO THE EXTENT THAT CONNECTWISE MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED PURSUANT TO SUCH LAW; AND (E) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Limitation of Liability. IN NO EVENT WILL CONNECTWISE BE LIABLE TO PARTNER, ANY CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR ANY INVESTMENTS OR COMMITMENTS UNDERTAKEN BY PARTNER IN RELIANCE OF THIS AGREEMENT, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCTS, SERVICES OR SOFTWARE PROVIDED BY CONNECTWISE, INCLUDING THE PLATFORM, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CONNECTWISE HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL CONNECTWISE BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) PARTNER'S OR A CUSTOMER'S INABILITY TO USE THE SERVICES, INCLUDING WITHOUT LIMITATION, AS A RESULT OF (I) THE TERMINATION OR SUSPENSION OF AN ORDER, OR (II) ANY DOWNTIME AFFECTING ALL OR ANY PORTION OF THE PLATFORM FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) ERRORS OR OMISSIONS BY PARTNER OR ANY CUSTOMER; (C) CONNECTWISE'S INABILITY TO PERFORM THE SERVICES DUE TO LIMITATIONS IMPOSED BY THE CUSTOMER'S SYSTEMS OR ARCHITECTURE; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE OR LOSS OF ANY ORDER DATA, PORTAL DATA OR CUSTOMER DATA OR OTHER DATA. IN ANY CASE, CONNECTWISE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE FEES ACTUALLY PAID BY PARTNER TO CONNECTWISE FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Indemnification.

11.1 General. In addition to all other indemnification obligations set forth in other sections of this Agreement, Partner, at its sole expense, will defend, indemnify and hold harmless ConnectWise and its directors, officers, employees, contractors, agents, successors and assigns (collectively, the "ConnectWise Indemnitees") from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims (groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) (collectively, "Liabilities") resulting from any claim (including third party claims), suit, action, or proceeding against any ConnectWise Indemnitee, whether successful or not, resulting from or arising in connection with: (a) Partner's sale, failure to sell, or provision of the Services to the Customer; (b) Partner or Partner Party's use of the Customer Data or the Platform; (c) any breach of this Agreement or an applicable Partner Contract or a violation of applicable law by Partner or a Partner Party; (d) the Order Data, Portal Data or Customer Data, including the collection, use, or disclosure or the combination of such data with other applications, content or processes, and further including any claim that any Order Data, Portal Data or Customer Data infringes, misappropriates or otherwise violates the rights of any third party; (e) the use of the API in any manner that is inconsistent with this Agreement; (f) any statement, representation, warranty, contractual obligation or other

commitment made by Partner with respect to the Services that is inconsistent with or not provided by ConnectWise in the terms of this Agreement, the Documentation provided by ConnectWise or any ConnectWise Policy; (g) the negligence or willful misconduct of Partner or any Partner Party; or (h) Partner's failure to obtain any required consents or authorizations from the Customer as described in Section 2.2 or Section 9.5 of these Terms & Conditions.

11.2 Process. ConnectWise will reasonably notify Partner of any claim subject to the indemnification obligations set forth in this Agreement, but the failure of ConnectWise to so notify Partner will only affect Partners' indemnification obligations hereunder to the extent that such failure materially prejudices Partner's ability to defend the subject claim. Provided that Partner promptly investigates and defends any such claim, Partner will have control over the defense and settlement thereof at its sole cost and expense. Notwithstanding the foregoing, Partner will not settle or compromise any claim in a manner that does not fully release ConnectWise from such claim or results in a restriction on or admission by ConnectWise or subjects ConnectWise to any additional obligations. In the event that ConnectWise determines, in its sole discretion, that Partner has failed to promptly investigate or rigorously defend any claim for which Partner has an obligation to indemnify, ConnectWise will have the right to defend and settle such claim at Partner's cost and expense.

12. Term; Termination; Effect of Termination.

12.1 Term. This Agreement will commence on the Effective Date and continue in effect until terminated by the Parties in accordance with the terms of this Agreement (the "Term").

12.2 Termination. Either Party may terminate this Agreement, including all rights and licenses granted herein, with or without cause, upon 90 days written notice to the other Party. In addition, Orders will be terminated automatically, if suspended pursuant to the terms of this Agreement or the Customer Terms & Conditions, and the cause for such suspension is not cured within 90 days. In the event of termination under this Section 12.2 by ConnectWise for any reason other than for Partner's material breach of this Agreement, ConnectWise will (a) complete all Services (other than subscription-based Services) under Orders received and accepted prior to such termination date; and (b) perform all subscription-based Services under Orders received and accepted prior to such termination date for the duration of the then-current subscription term set forth in the applicable Order (without renewal) or a period of 90 days, whichever is shorter.

12.3 Effect of Termination. Upon any termination of this Agreement for any reason, (a) any and all liabilities accrued prior to the date of such expiration or termination will survive (including the payment of Fees); (b) Partner shall promptly (i) destroy or return all copies of ConnectWise's Confidential Information in its possession or control, (ii) cease to hold itself out in any fashion as a Partner of ConnectWise or authorized to resell the Services and cease the placement of Orders, (iii) discontinue use of the Platform, including the API, and uninstall any software client or other code provided by ConnectWise, and (iv) cease all use of any promotional, marketing or instructional materials, including ConnectWise Materials, relating to the Services and immediately return such materials to ConnectWise; (c) ConnectWise may retain Order Data, Portal Data, and Usage Data for its own records in accordance with its data retention policy and (where applicable) the ConnectWise Privacy Policy; and (d) Partner acknowledges that, unless otherwise specified in the ConnectWise Cloud Backup and SAAS Security Manager Data Processing Addendum between ConnectWise and the Customer or other applicable law: (i) the Customer Data will be deleted at the Customer's request, or as required by the Customer's data retention policy (of which the Customer (directly or via Partner) has notified ConnectWise in writing or in an Order); (ii) ConnectWise reserves the right to delete all the Customer Data retrieved or received by ConnectWise, including, but not limited to, the Customer Data in the Platform, in connection with a Backup or Migration Order at any time upon termination of this Agreement, and (iii) the Customer Data retrieved or received by ConnectWise in

connection with a Cloud Manager Order is retained only while there is an active connection to the Customer's environment, and automatically deleted and purged when the connection to the applicable Provider Offering (e.g., SAAS, IAAS or PAAS) is removed. Notwithstanding the foregoing, Partner acknowledges that ConnectWise may retain the Customer Data, as required by law or pursuant to a lawful subpoena or court order. Except in the case of the Customer Data retrieved or received in connection with Cloud Manager, ConnectWise will use commercially reasonable efforts to inform Partner or the Customer prior to deleting the Customer Data. The following sections will survive any expiration or termination of this Agreement: Sections 1, 4, 5, 6, 8.3, 8.5, 9.4, 9.13, 9.17, 10.2, 10.3, 11, 12.3 and 13.

13. General Provisions.

13.1 Entire Agreement. This Agreement is the entire agreement of the Parties regarding the subject matter hereof, superseding all other agreements between them, whether oral or written, regarding the subject matter hereof.

13.2 Governing Law; Venue; Dispute Resolution. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Washington, without resort to its conflict of law provisions. The Parties agree that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state and federal courts located in Seattle, Washington, and the Parties hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement. Notwithstanding the foregoing, ConnectWise has the right, at its sole discretion, to bring any claim against the Partner in the court of the Partner's or Customer's place of establishment. Despite the foregoing, Partner Agrees that money damages would be an inadequate remedy for ConnectWise in the event of a breach or threatened breach of a provision of this Agreement protecting ConnectWise's Intellectual Property Rights or ConnectWise's Confidential Information, and that in the event of such a breach or threat, ConnectWise, in addition to any other remedies to which it is entitled, is entitled to such preliminary or injunctive relief (including an order prohibiting Partner from taking actions in breach of such provisions), without the need for posting bond, and specific performance as may be appropriate. The Parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated.

13.3 Assignment. Neither this Agreement or any part thereof, nor any right or duty under this Agreement may be transferred, assigned or delegated by Partner, including by operation of law or otherwise, without the prior written consent of ConnectWise, and any attempted transfer, assignment or delegation without such consent will be void and without effect. ConnectWise may freely assign this Agreement or any part thereof and any right or duty under this Agreement to an affiliate or other Person, including by operation of law, change of control, merger, reorganization, or sale of stock or all or substantially all of its assets. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective representatives, heirs, administrators, successors and permitted assigns.

13.4 Relationship of the Parties. Neither Party will, for any purpose, be deemed to be an employee, representative, owner or partner of the other Party; and, the relationship between the Parties will only be that of independent contractors. Neither Party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

13.5 Nonwaiver. The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

13.6 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any Party. Upon any determination that a provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

13.7 Notice. Except as otherwise provided in this Agreement, any notice, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been sufficiently given or served for all purposes if: (a) delivered personally; (b) deposited with a pre-paid messenger, express or air courier or similar courier; or (c) transmitted by email or other communication equipment that transmits a facsimile of the notice to like equipment that receives and reproduces such notice. Notices will be addressed to Partner at the address or email address as provided by Partner in the Partner Portal or to ConnectWise at 400 North Tampa Street, Suite 130, Tampa, Florida 33602, United States with a copy to legal@connectwise.com. Notices will be deemed to have been received (i) in the case of personal delivery, upon receipt, (ii) in the case of messenger, express or air courier or similar courier, 2 days after being deposited, and (iii) in the case of email or other communication equipment, 1 day after being sent. Further, either Party may change its contact information by notice in accordance with this Section 13.7 or using tools available via the Partner Portal.

13.8 Force Majeure. In the event that ConnectWise is delayed or prevented from performing any of its obligations under this Agreement due to any cause beyond its reasonable control, its performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence. ConnectWise will endeavor to: (a) provide Partner prompt notice of the nature and expected duration of the event; (b) use commercially reasonable efforts to address and mitigate the cause and effect of such event; (c) provide periodic notice of relevant developments; and (d) provide prompt notice of the end of such event.

13.9 Modifications to the Terms & Conditions. ConnectWise may modify this Agreement at any time by posting a revised version on the ConnectWise Site, or otherwise conveying the modification in the manner a policy or other terms and conditions were originally conveyed. Unless otherwise set forth in this Agreement, the revised terms shall be effective upon the earlier of (a) 10 days after posting and/or notifying Partner of the changes; or (b) Partner's acceptance if ConnectWise provides a mechanism for the acceptance of the revised terms, such as a click-through confirmation or acceptance button. By continuing to access, use or interact with the Platform, resell, manage, or use the Services, or place Orders, after the effective date of any revisions, Partner agrees to be bound by the revised terms and conditions. It is Partner's responsibility to check the ConnectWise Site regularly for changes to these Terms & Conditions or other applicable terms and conditions. If Partner disagrees with any modifications to this Agreement, Partner's sole and exclusive remedy shall be to terminate this Agreement in accordance with Section 13.

13.10 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to every other remedy

given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

Schedule 1 – ConnectWise Support

1. Technical Support.

ConnectWise provides product support to Partner, and to Partner only. Support will be provided via the ConnectWise Support global telephone system or via email: support@skykick.com, during the business hours and via the telephone numbers as outlined on its website.

Partner agrees that any first (1st), second (2nd) and third (3rd) line support for its Customers shall be handled by the Partner support organization. Only if Partner is unable to resolve support issues from its Customers, and Partner has reasonable grounds to believe that a particular support incident is in relation to the ConnectWise Services, Partner may contact ConnectWise Support (see contact details above).

Once a support request has been received ConnectWise will acknowledge receipt. Once a Partner has fully informed ConnectWise of all information ConnectWise has requested in relation to the support request ConnectWise will endeavor to respond within the applicable targeted response time listed in the table below.

Targeted response time means the maximum allowed time to acknowledge the receipt of a support request and initiate the resolution process. The targeted response time does not define the time that is required to reach a final resolution of a support incident reported by Partner, as this is strongly dependent on the complexity of the issue.

Partner will cooperate with ConnectWise as reasonably necessary to assist ConnectWise in trying to resolve the support issue. ConnectWise will collaborate with Partner to set priorities that take into consideration Partner needs and ConnectWise's business judgment as to the severity of any reported support incidents.

ConnectWise will work to address support incidents with the Partner support organization per the following severity levels:

Level	Type	TRT	Description
1	Support incident causes an immediate major impact on Partner's business, and Partner's business cannot reasonably continue.	1 hour	Solution, documented workaround or written information within 1 hour and regular updates.

2	The support incident causes a significant impact on Partner's business. A workaround is not available; however, processing can still continue in a restricted manner.	3 hours	Solution, documented workaround or written information same business day and regular updates
3	The support incident has a minimal impact on Partner's business. It does not prevent operation of the system.	24 hours	Solution, documented workaround or written information.
4	The support incident has no immediate or mid-term impact on Partner's business	5 business days	

All support cases must be related to the ConnectWise Services. ConnectWise Support will only spend time investigating and/or resolving support incidents submitted by Partner that pertain a Customer and the live production environment. Partner shall pay ConnectWise according to ConnectWise standard hourly rates for all Partner support that is provided for problems or issues that do not relate to the ConnectWise Services, or when Customer requests support from ConnectWise directly. Prior to submitting a support incident to ConnectWise, Partner will make a general determination whether the incident is caused by the ConnectWise Services.

2. Service Availability.

The ConnectWise Services as it pertains to availability and maintenance is defined as ConnectWise's products and services, including the servers, software and network that are under the control of ConnectWise. This definition explicitly excludes any servers, software or network that is not under the control of ConnectWise, including but not limited to Partner or Customer's computing and network resources, the internet, and point-to-point connections.

Scheduled maintenance, unforeseen downtime and unscheduled remedial maintenance of equipment, software and Internet access may interrupt Partner access to the ConnectWise Service. ConnectWise provides a [status page](#) to inform Partner of the Platform availability status and of any scheduled or unscheduled maintenance.
