

**INVENT PROGRAM TERMS OF USE APPLICATION PROGRAMMING INTERFACES (“API’S”)  
SOFTWARE DEVELOPMENT KITS (“SDK’S”)**

WELCOME TO THE CONNECTWISE INVENT PROGRAM. BY ACCESSING OR USING ANY PART OF THE CONNECTWISE INVENT PROGRAM, OR BY UPLOADING OR DOWNLOADING ANY DEVELOPER CONTENT AND/OR DEVELOPER TOOLS, YOU AGREE THAT YOU ARE SUBJECT TO AND WILL COMPLY WITH THESE TERMS OF USE (ALSO REFERRED TO HEREIN AS AGREEMENT), WHICH MAY BE UPDATED BY US FROM TIME TO TIME. CONNECTWISE SEEKS TO EMPOWER ALL OF OUR INVENT PROGRAM PARTNERS TO BUILD VALUABLE BUSINESSES AROUND THE POWER OF THE CONNECTWISE OFFERING(S). CONNECTWISE FEELS THAT BY WORKING TOGETHER IN THE SPIRIT OF COLLABORATION, CONNECTWISE AND OUR PARTNERS CAN DRIVE INNOVATION. AT THE SAME TIME, CONNECTWISE MUST BALANCE BETWEEN FOSTERING INTEGRATION DEVELOPMENT AND PROTECTING OUR INTELLECTUAL PROPERTY RIGHTS. IF YOU ARE ACCEPTING THESE TERMS OF USE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE TO COMPLY WITH THIS AGREEMENT, YOU MAY NOT USE THE INVENT PROGRAM, DEVELOPER TOOLS OR DEVELOPER CONTENT.

AS OUR BUSINESS EVOLVES, WE MAY CHANGE THESE TERMS AND THE OTHER COMPONENTS OF THE INVENT PROGRAM AND INVENT PROGRAM. YOU CAN REVIEW THE MOST CURRENT VERSION OF THE TERMS AT ANY TIME BY VISITING [www.connectwise.com/legal](http://www.connectwise.com/legal) AND BY VISITING THE MOST CURRENT VERSIONS OF ANY OTHER WEB PAGES THAT ARE REFERENCED IN THE INVENT PROGRAM AND INVENT PROGRAM TERMS. THE REVISED TERMS WILL BECOME EFFECTIVE ON THE DATE UPON POSTING OF ANY CHANGES. IF YOU ACCESS THE INVENT PROGRAM, OR ANY COMPONENT, AFTER THE EFFECTIVE DATE OF THE NEW TERMS, THAT ACCESS WILL CONSTITUTE YOUR ACCEPTANCE OF ANY REVISED TERMS AND CONDITIONS.

WE RESERVE THE RIGHT AT ANY TIME TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THE INVENT PROGRAM (OR ANY PART THEREOF), INCLUDING THESE TERMS OF USE, WITH OR WITHOUT NOTICE. YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE. ANY USE OF THE DEVELOPER CONTENT OR DEVELOPER TOOLS ON THE INVENT PROGRAM AFTER SUCH MODIFICATION CONSTITUTES ACCEPTANCE OF SUCH MODIFICATIONS. IT IS YOUR RESPONSIBILITY TO BE AWARE OF THE MOST CURRENT TERMS OF USE FOR THE INVENT PROGRAM. ANY USE OF THESE RESOURCES IS AT YOUR OWN RISK. AS PART OF YOUR INTEGRATION DEVELOPMENT EFFORTS USING THE INVENT PROGRAM CONTENT, YOU MAY QUALIFY, UPON REQUEST AND APPROVAL FROM CONNECTWISE, FOR A TEST INSTANCE OF PRE-RELEASE CONNECTWISE OFFERING TO TEST YOUR INTEGRATION’S OPERABILITY WITH CONNECTWISE OFFERING(S). IF YOU ARE GRANTED SUCH A TEST INSTANCE, PLEASE BE ADVISED THAT THE PRE-ALPHA TERMS ATTACHED AS EXHIBIT A WILL APPLY TO YOUR USE OF ANY PRE-RELEASE SOFTWARE.

**1. DEFINITIONS**

- 1.1. “ConnectWise”, “We”, “Our”, or “Us” means ConnectWise, LLC with its primary place of business at 400 N Tampa St, Suite 130, Tampa, Florida, 33602, USA
- 1.2. “ConnectWise Offering” means the offering (such as ConnectWise Manage- now known as ConnectWise PSA™, ConnectWise Sell now known as ConnectWise CPQ™, ConnectWise Automate, ConnectWise Control, ConnectWise Identify now known as ConnectWise Identify Assessment™ and ConnectWise Unite now known as cloud billing software, services, software as a service etc.) made available by ConnectWise.
- 1.3. “Developer Content” means the documentation, resources, and sample code accessible via the ConnectWise Developer Network from time to time.
- 1.4. “Developer Products” means products or services designed by You to share data exclusively with the ConnectWise Offering(s) by using the Developer Content and Developer Tools provided through the Invent Program.

- 1.5. "Developer Tools" means the tolls and toolkits accessible via ConnectWise Invent Program, including but not limited to the Sample Test Programs, SDK's and APIs.
- 1.6. "Invent Program" means the web pages accessible via <http://developer.connectwise.com>, including but not limited to the Get Set Up, Get Building, Get Help, Get The Word Out, Developer Forums, and Account Info, that will allow access to the Developer Content and Developer Tools.
- 1.7. "Percentage Gross Revenue" or "PGR" is calculated based on the amounts paid and payable for subscriptions or rights to access and use the Developer Product and all associated service and support (to be provided by You to Your customers for such Developer Product), less any deductions for fraud, returns, refunds, charge-backs, and bad debt.

## 2. YOUR PROFILE AND ACCOUNT

You warrant that all information you submit to ConnectWise as part of the Invent Program is accurate and that you will keep it current. If We have grounds to suspect that your profile information is untrue, inaccurate or incomplete, We have the right to suspend or terminate your Invent Program account. It is your responsibility to maintain the confidentiality of your Invent Program password and you are responsible for any activities that occur in your Invent Program account. You agree that We may send you important information and notices regarding Invent Program and your Invent Program account by email, text messaging or other means based on the information you provide to Us.

## 3. RELATIONSHIP TO CONNECTWISE OFFERING LICENSES

The Developer Content, Developer Tools and Invent Program are not subject to the standard ConnectWise License Agreement in any format (e.g. On Premises, SaaS or Subscription). You are responsible for ensuring that you comply with any license agreement terms governing Your use of any ConnectWise software and services and with any license agreement covering code or applications you use in connection with Invent Program. The Developer Content and Developer Tools are not intended for production use and may contain bugs and errors. We will provide technical support services for the Invent Program, Developer Content or Developer Tools. Any technical support services we may provide, including electronic messages, telephone and in-person, will be provided at our reasonable discretion. For ConnectWise customers that have past due open balances on their account, the failure to pay invoices in a timely manner may result in immediate Termination of this Agreement and Your rights to use and/or access the Invent Program. This Agreement is intended for the sole and exclusive benefit of You and ConnectWise and not for any third party.

## 4. FEES

4.1. **Annual Fees.** You agree to pay the annual fee as set forth in the Invent Program.

4.2. **Security Review Fees.** ConnectWise may, or may have a third party, perform a security review on the Developer Product. One security review is included per year in which the annual fee per year has been paid in full by You. You agree to pay additional fees if additional security reviews are required due to failure of your Developer Product to pass, or not providing all the necessary access or information required to initiate or successfully run the security review, and upon Developer Product changes or updates that require an additional security review.

4.3. **Percentage of Gross Revenue and Referral Fee.**

- i. You agree that ConnectWise shall classify You in a Invent Program level and You agree to pay the PGR fees associated with that Invent Program level.
- ii. Within five (5) days of the expiration of each calendar month You shall submit to ConnectWise a report detailing the revenue accrued for each of your products that utilize the Developer Product during such period, if any (each, a "Royalty Report"). The report shall identify any leads generated through ConnectWise's sales enablement efforts. This report can submitted via an Excel spreadsheet, or a CSV file. Each Royalty Report shall be sufficient to enable ConnectWise to calculate and verify the correctness of the PGR payable to ConnectWise pursuant to the table below, which should include end user company name, company location, Developer Product name or description, quantity of such Developer Product, and the price charged for each of your products that utilize the Developer Product. Each month in arrears throughout the Term, for

each license of your products that utilize the Developer Products subscriptions, You and ConnectWise will each be entitled to PGR for all revenue equivalent to:

<u>Classification</u>	<u>You Retain</u>	<u>ConnectWise Retains</u>
Tier 1 (limited to an initial term of two (2) years)	94%	6%
Tier 2	94%	6%
Tier 3 and 4	94%	6% unless the customer is a Lead Generation customer in which case it is 20% as specified below.
Lead Generation - Tier 3 and 4	80%	20%**

\*\*Lead Generation customers are customers that you receive in connection with the Invent Program (i.e. sales enablement activities, webinars, blogs, livestreams, and any other ConnectWise driven awareness activities). Upon the conversion of an Invent Program lead into a paying customer by you, You agree to pay ConnectWise twenty-percent (20%) of the total amount paid to you by such lead which shall be limited to your products that utilize the Developer Product. You agree to pay such Referral Fee to ConnectWise on a recurring basis for so long as such lead is using the Developer Product.

- iii. **Right to offset.** ConnectWise shall have the right to offset any balance or amounts due from You to ConnectWise under the terms of this Invent Program. ConnectWise may assert the right of offset at any time whether the balances due are on account of premiums or losses or otherwise; however, in the event of the insolvency of You, offset shall be in accordance with applicable law.
- iv. **Transaction Fees.** The amount due to ConnectWise each month will not be reduced or otherwise offset by any transaction fee.
- v. **Revenue Share.** For so long as customers continue to access or use the Developer Product, ConnectWise shall be entitled to the PGR. ConnectWise shall pay itself the PGR from the fees collected by ConnectWise from its sale of the Developer Product to end users (if any). You shall pay ConnectWise the PGR from the fees collected by You from end Users
- vi. **Taxes.** Unless otherwise stated, ConnectWise’s fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, “Taxes”). You are responsible for paying all Taxes associated with your sales of the Integration, but excluding taxes based on ConnectWise’s net income or property. If ConnectWise has the legal obligation to pay or collect Taxes for which You are responsible under this Section 4, the appropriate amount shall be invoiced to you by ConnectWise and paid by You, unless You provide ConnectWise with a valid tax exemption certificate authorized by the appropriate taxing authority.
- vii. **End User Billing, Reporting, and Collection**
  - A. **Invoicing and Payment Terms.** Invoicing and payment terms applicable to end users’ purchases of Developer Product subscriptions directly through You or other channel You transact, will be determined by You and You are solely responsible for the collection of fees from end users.
  - B. **Non-Payment or Non-Reporting.** You acknowledge that ConnectWise may terminate the integration between the Developer Product and the ConnectWise Offering if ConnectWise has not received Reporting data within 30 days after a month end, or payment within sixty (60) days following the payment due date. Payments for PGR due to ConnectWise for the Developer Product will not depend on the receipt of payments from end users.

## 5. AUDIT

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

## 6. OWNERSHIP

The Invent Program, Developer Content and Developer Tools are protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. Our rights apply to all ConnectWise software code, in any form, the Developer Content, Developer Tools and Invent Program and all output and executables, excluding any software components developed by You which do not themselves incorporate the Invent Program, Developer Content and Developer Tools or any output or executables. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in this Agreement. ConnectWise owns all rights, title, and interest in and to the Invent Program, Developer Content and Developer Tools. This Agreement grants You no right, title, or interest in any intellectual property owned or licensed by ConnectWise, including, but not limited to, the Invent Program, Developer Content and Developer Tools unless otherwise specified herein.

## 7. LICENSE TO DEVELOPER CONTENT AND DEVELOPER TOOLS

There are various informational resources and development tools made available via the ConnectWise Invent Program to assist you in your integration development efforts. The Developer Content and Developer Tools are owned and made available by Us. Subject to the terms and conditions set forth herein, We grant you a revocable, non-transferable, non-exclusive and non-sublicensable limited license to use the Invent Program, Developer Content and Developer Tools in connection for your internal use with the Your creation of Developer Products on the ConnectWise development platforms, solely for the purpose of designing Developer Products. Unless otherwise expressly set forth herein, You may not resell or sublicense any Developer Content or Developer Tools, or copy Developer Content or Developer Tools without our express written consent.

## 8. YOUR RESPONSIBILITIES; USE RESTRICTIONS

8.1. You are responsible for all activities that occur in your Invent Program account and your use of Invent Program account. **YOU MAY NOT YOURSELF, OR THROUGH ANY AFFILIATE, AGENT, OR THIRD PARTY:**

- i. use the Developer Content or Developer Tools to design or develop anything other than Developer Products that are not competitive with ConnectWise Offering products;
- ii. make any more copies of the Developer Content or Developer Tools than are reasonably necessary for the authorized use and backup and archival purposes;
- iii. create any Developer Products using the Developer Content and Developer Tools in conjunction with any other specification, software code or other mechanism designed to interface or operate with the ConnectWise Offering(s),
- iv. use the Developer Content or Developer Tools to modify, create derivative works of, reverse engineer, derive source code, trade secrets, know-how, reverse compile, or disassemble the Developer Content and Developer Tools;
- v. distribute, sell, lease, rent, share, transfer, lend, or sublicense any part of the Developer Content or Developer Tools to any third party;
- vi. redistribute any component of the Developer Content or Developer Tools without our express written consent;
- vii. upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware;

- viii. use the Invent Program, Developer Content and Developer Tools to operate nuclear facilities, life support, or any other mission critical application where human life or property may be at stake. You understand that the Invent Program, Developer Content and Developer Tools are not designed for such purposes and that their failure in such cases could lead to death, personal injury or severe property or environmental damage for which ConnectWise is not responsible;
- ix. allow use of the Invent Program, Developer Content and Developer Tools to anyone other than employees and contractors having a genuine need to have such access, provided however that You shall be responsible for the performance of such contractors hereunder;
- x. use the Invent Program, Developer Content and Developer Tools to develop or market any product other than the ConnectWise Offering, and under no circumstances shall use the Invent Program, Developer Content and Developer Tools in order to replicate or compete with our Offerings or to develop or market any conversion utility or aid specific thereto that would enable users to convert from the ConnectWise Offering to an alternative software product;
- xi. use the Invent Program, Developer Content and Developer Tools for internal production use, competitive analysis or benchmarking of any kind;
- xii. export the Invent Program, Developer Content and Developer Tools unless expressly authorized to do so by ConnectWise, and, if so authorized, You agree to comply with all United States and other applicable export laws;
- xiii. allow, authorize or assist others in the access or use of the Invent Program, Developer Content and Developer Tools in contravention of the provisions of this Agreement including, without limitation, allowing, authorizing or assisting access or use of the Invent Program, Developer Content and Developer Tools by any other entity, business organization or division of Yours not expressly authorized to do so under this Agreement;
- xiv. remove or alter any proprietary notices or marks on the Invent Program, Developer Content and Developer Tools;
- xv. use Invent Program, Developer Content and Developer Tools in a manner that creates a sense of endorsement, sponsorship or false association with ConnectWise. You may not use ConnectWise Marks as part of the name of your company or Developer Product, or in any product, service, name field or logos created by you;
- xvi. use the Invent Program, Developer Content and Developer Tools in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights to personality or to engage in activities that would violate any fiduciary relationship, any applicable local, state, national, or international law, or any regulations having the force of law;
- xvii. use the Invent Program, Developer Content and Developer Tools in a way that harms the interests of ConnectWise, any of its affiliates, any of its customers, the Invent Program, Developer Content and Developer Tools or other users of the Invent Program;
- xviii. disparage ConnectWise or tarnish the name, reputation, image or goodwill of ConnectWise;
- xix. during the period of time that these Terms of Use are applicable to You, and for a period of twelve (12) months after termination of these Terms of Use, 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). You agree 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;
- xx. utilize the ConnectWise Offerings to assist in the development, design, or sale of a computer software program that is intended to provide substantially similar functionality as the ConnectWise Offerings or that is intended to facilitate migration from the ConnectWise Offerings.
- xxi. use the Developer Content, Invent Program or Developer Tools to embed or host any third-party solution in the ConnectWise Offering;

- xxii. access or use the Developer Content, Invent Program or Developer Tools 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 our Offerings, or (iii) tests the vulnerability of our systems or networks;
- xxiii. attempt to use our Developer Content, Invent Program or Developer Tools in a manner that exceeds rate limits or constitutes excessive or abusive usage;
- xxiv. use the Developer Products, Invent Program or Developer Tools 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 your Developer Products. You may not use analytics software in your Developer Products 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. You will provide and adhere to a privacy policy for your customers that clearly and accurately describes to your users what user information you collect and how you use and share such information (including for sales and advertising). You will promptly provide such privacy policy to ConnectWise at ConnectWise's request. When a user's non-public content is obtained through the Developer Products, you may not collect or expose that content to other users or to third parties without explicit opt-in consent from that user. If you would like to use any Developer Tools beyond these limits, you must obtain ConnectWise's express consent (and ConnectWise may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant ConnectWise team for information.

8.1.1. In addition, You shall treat other Invent Program users with courtesy and respect. YOU SHALL NOT:

- i. impersonate any other person;
- ii. falsely say or imply that you are associated with another person or entity;
- iii. submit content in exchange for payment or other consideration from another person or entity;
- iv. collect information about other Invent Program users without their consent;
- v. submit or link to any content (including Developer Content) that:
  - A. misappropriates or infringes the intellectual property or other rights of any person or entity;
  - B. interferes with the operation of Invent Program;
  - C. violates anyone's privacy or publicity rights;
  - D. breaches any duty of confidentiality or nondisclosure that you owe to anyone or any use restriction;
  - E. provides any non-public information about Us or any other company or person without authorization (including the names and contact information for Our employees or Invent Program users);
  - F. is, in Our judgment, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable;
  - G. contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or
  - H. contains false or deceptive language, unsubstantiated or comparative claims regarding Our or others' products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits.

- I. Please remember that you may be providing content for a diverse and international audience. Things that do not seem abusive, obscene, or offensive to you might seem so to others. We have no obligation to monitor the Invent Program. However, We reserve the right to review content and in Our sole discretion and without notice to you, to remove any content submitted or posted by you to the Invent Program pages. We reserve the right at all times to disclose any information as We deem necessary to satisfy any applicable law, regulation, legal process or governmental request.
- 8.1.2. Interference. During the term and for a period of no less than three (3) years thereafter, You agree that, without the prior written consent of ConnectWise, You will not, directly or indirectly on Your own behalf or as a partner, affiliate, officer, director, stockholder, principal, owner, employee, agent or consultant of any other person or entity: (a) interfere with the business of ConnectWise by suggesting to, inducing or persuading any customer or supplier to discontinue his or its business relationship with ConnectWise; or (b) take any action or make any statements that are intended or should reasonably be expected to discredit, demean, or have a material adverse effect on the business of ConnectWise.
- 8.1.3. COMPETITION. YOU MAY NOT YOURSELF, OR THROUGH ANY AFFILIATE, AGENT, OR THIRD PARTY USE OR ACCESS THE INVENT PROGRAM, DEVELOPER CONTENT AND/OR DEVELOPER TOOLS IF YOU ARE OR BECOME (IN WHOLE OR IN PART) A DIRECT OR INDIRECT COMPETITOR OF CONNECTWISE OR WHETHER YOU ARE OWNED, IN WHOLE OR IN PART, BY A DIRECT OR INDIRECT COMPETITOR OF CONNECTWISE, UNLESS YOU HAVE FULLY DISCLOSED SUCH INFORMATION TO CONNECTWISE UPON YOUR APPLICATION TO THE INVENT PROGRAM AND CONNECTWISE APPROVES YOUR APPLICATION AT OUR SOLE DISCRETION. YOU SHALL INFORM CONNECTWISE WITHIN FIVE (5) BUSINESS DAYS OF ANY COMPLETE OR PARTIAL CHANGE OF CONTROL REGARDING YOUR COMPANY OR IN THE EVENT OF A MATERIAL PART OF YOUR ASSETS BEING SOLD OR OTHERWISE TRANSFERRED TO A DIRECT OR INDIRECT COMPETITOR OF CONNECTWISE OR IF YOU ARE OR BECOME (IN WHOLE OR IN PART) A DIRECT OR INDIRECT COMPETITOR OF CONNECTWISE.
- 8.1.4. Liquidated Damages. You recognize that ConnectWise will suffer financial loss if You breach Your obligations under Section 8.1.3 above. If You fail to comply with Section 8.1.3, above, You agree that as liquidated damages, and not as a penalty, You shall pay ConnectWise the amount of \$1,000,000.00, and ConnectWise shall have the right to deduct liquidated damages from any amount due or that may become due by You, or to collect such liquidated damages from You. The liquidated damages herein specified shall only apply to Your breach of Section 8.1.3, above. The parties hereto acknowledge and agree that the sums payable as liquidated damages are not penalties. The parties further acknowledge that (i) the amount of loss or damages likely to be incurred by ConnectWise is incapable or is difficult to precisely estimate, (ii) the amounts specified bear a reasonable proportion and are not plainly or grossly disproportionate to the probable loss likely to be incurred by ConnectWise, and (iii) the parties are sophisticated business parties and have been represented by sophisticated and able legal and financial counsel and negotiated this Agreement at arm's length. Liquidated damages, together with all other amounts payable hereunder, shall immediately become due and payable, all without demand, presentment or notice, all of which hereby are expressly waived, together with all costs, including, without limitation, legal fees and expenses and are ConnectWise's exclusive remedy for Your breach of Section 8.1.3 above. ConnectWise does not waive its rights or remedies with respect to breach of any other provision of this Agreement.

## **9. TERM, TERMINATION AND CHANGES**

- 9.1 Your license to the Invent Program, Client ID, Developer Content and Developer Tools will continue until terminated by either party.
- 9.2 ConnectWise may terminate Your rights under this Agreement immediately, and without notice, with or without cause.
- 9.3 ConnectWise will not be liable for any costs, damages or liability incurred by You as a result of termination of this Agreement.

- 9.4 Upon any termination, your license to the Invent Program, Developer Content and Developer Tools will terminate immediately and you must immediately cease using and destroy all complete and partial copies of the Developer Content and Developer Tools within your possession or control. Upon termination, your integration will cease to function.
- 9.5 Any termination of this Agreement shall not affect ConnectWise's rights hereunder.
- 9.6 ConnectWise shall have the right to change or add to the terms of this Agreement at any time and to change, delete, discontinue or impose conditions on any feature or aspect (including, but not limited to pricing, technical support and other product related policies) upon notice by any means ConnectWise determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions on any ConnectWise sponsored web site. By continuing to use the Developer Content and Developer Tools following such modifications, you agree to be bound by such modifications. The terms that by their nature survive, shall survive termination of this Agreement.
- 9.7 **Termination for Cause – Material Breach.** Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement for cause by delivering a written termination notice to the other Party if the other Party materially breaches this Agreement and has not remedied the breach within thirty (30) days after receipt of a written notice (the "Default Notice") from the non-breaching Party describing the breach and stating the non-breaching Party's intention to terminate this Agreement if the breach is not remedied within thirty (30) days (the "Cure Period").
- 9.8 **Termination for Cause – Other.** Either Party may terminate this Agreement for cause (without opportunity for cure) by delivering a written termination notice to the other Party if (i) the other Party is subject to a change in control in favor of a direct competitor of the terminating Party (if a public company, as listed in the other Party's then-most recent 10-K filing) or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 9.9 Either Party may terminate this Agreement for cause (without opportunity to cure) in the event an indemnifiable Claim as set forth in Section 14 (Indemnity) is brought against it by a third party alleging intellectual property infringement by the other Party, and the indemnifying Party fails to remedy such infringement as set forth in Section 14 within sixty (60) days following notification of such Claim.
- 9.10 **Term.** This Agreement is effective as of the Effective Date and will remain in effect for two (2) years thereafter (the "Initial Term"), unless terminated earlier by either Party pursuant to this Agreement. The term of this Agreement may only be extended by a written amendment executed by both Parties.

## **10. ACCESS TO CONNECTWISE OFFERING**

ConnectWise may make a copy of its software available for you to access online. You agree to use the software strictly for the development and maintenance of Developer Products. The software is provided "AS IS," exclusive of any warranty or support, is not intended for production use, may never be made generally available, and may be discontinued at any time. We own all right, title and interest in the intellectual property rights associated therewith.

## **11. NO WARRANTY**

CONNECTWISE DOES NOT REPRESENT OR WARRANT THAT THE INVENT PROGRAM, DEVELOPER CONTENT AND DEVELOPER TOOLS ARE FREE OF INACCURACIES, ERRORS, BUGS OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE OR OTHERWISE VALID. CONNECTWISE PROVIDES THE INVENT PROGRAM, DEVELOPER CONTENT AND DEVELOPER TOOLS "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND CONNECTWISE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT. YOUR USE OF THE INVENT PROGRAM, DEVELOPER CONTENT AND DEVELOPER TOOLS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF THE INVENT PROGRAM,



DEVELOPER CONTENT AND DEVELOPER TOOLS INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. CONTENT POSTED BY US ON THE INVENT PROGRAM IS NOT PART OF ANY USER GUIDE OR LEGAL AGREEMENT. ALL SUCH CONTENT (INCLUDING DEVELOPER TOOLS AND DEVELOPER CONTENT ORIGINATING WITH US) IS PROVIDED "AS-IS", EXCLUSIVE OF ANY WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATION AS TO QUALITY OR ACCURACY OF ANY CONTENT ON THE INVENT PROGRAM, AND WE SPECIFICALLY DISCLAIM THE COMPLETENESS, RELIABILITY OR ORIGINALITY OF SUCH CONTENT. WE FURTHER DISCLAIM ANY RESPONSIBILITY WHATSOEVER FOR ANY CONTENT (INCLUDING DEVELOPER TOOLS AND DEVELOPER CONTENT) OR MATERIAL ON THE INVENT PROGRAM NOT ORIGINATING WITH US, WHETHER OR NOT WE REVIEWED OR MODERATED SUCH CONTENT.

**12. NO DAMAGES**

IN NO EVENT SHALL WE HAVE ANY LIABILITY HEREUNDER TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13. RELEASE AND WAIVER**

To the maximum extent permitted by applicable law, You hereby release and waive all claims against ConnectWise, LLC and its parents, subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, joint venturers and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Invent Program, Developer Content and Developer Tools. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and You accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits that You may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law. Notwithstanding the foregoing, this Release and Waiver shall not apply to any grossly negligent acts or omissions of ConnectWise, LLC.

**14. INDEMNITY**

To the maximum extent permitted by applicable law, You agree to defend, hold harmless and indemnify ConnectWise, LLC, and its subsidiaries, affiliates, officers, agents, licensors, co-branders, joint ventures or other partners, and employees from and against any third party claim arising from or in any way related to your violation of this Agreement or your use of the Invent Program, Developer Content and Developer Tools (including the Developer Product and Your Content), including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. ConnectWise shall use good faith efforts to provide you with written notice of such claim, suit or action. In addition, You agree to indemnify and hold Us harmless from any claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from content (including Developer Tools and Developer Content) you submit to or post on the Invent Program, your use of the Invent Program, your violation of these Terms of Use, or your violation of any rights of a third party.

**15. PROPRIETARY RIGHTS AND PRIVACY**

You grant to Us a perpetual, worldwide, fully paid up right and license to use, copy, modify, publish, republish, distribute and create derivative works based on, in any form, any content or material you contribute to the Invent Program. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to all intellectual property rights subsisting in the Invent Program, Developer Content and Developer Tools, including but not limited to user interfaces, branding, Developer Preview Programs and underlying technology. No rights are granted to you hereunder other than as expressly set forth herein. The copyright and all other rights in the Invent Program (including Developer Tools and Developer Content) shall

remain with ConnectWise or its suppliers. All rights not explicitly granted in this Agreement are reserved to ConnectWise. No rights are granted to you hereunder other than as expressly set forth herein. This Agreement does not grant any right to copy, use, host or otherwise distribute ConnectWise Offering(s), or use any ConnectWise trademarks, trade names, or service marks. You agree to comply with the Application Naming Restrictions, as incorporated herein by reference and as amended by ConnectWise from time to time at its sole discretion. Such Restrictions include, but are not limited to: no use or registration, in any country, of any product name, trademark, service mark, trade name, internet domain name, keyword, or other signifier containing or similar to "ConnectWise" or "ConnectWise PSA™", "ConnectWise Automate", "ConnectWise Control", "ConnectWise CPQ™", "cloud billing" and "ConnectWise Identify Assessment™". Subject to the above, we will treat information you submit to the Invent Program pages in accordance with our Privacy Statement at <http://www.connectwise.com/privacy.php>. You retain all worldwide right, title and interest in and to your Developer Product, excluding the Invent Program, Developer Content and Developer Tools, ConnectWise marks, and the ConnectWise Offering (and any derivative works or enhancements thereof), including but not limited to all intellectual property rights therein.

#### **16. CONFIDENTIAL INFORMATION**

"Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, the Invent Program, Developer Content and Developer Tools are confidential and proprietary information of ConnectWise. As part of your activities associated with this Agreement, You may provide Confidential Information to ConnectWise. Confidential Information does not include information (i) that is or becomes public knowledge or is received by either party without any breach of any confidentiality obligation; (ii) that the receiving party can document was independently developed without use or access to the Confidential Information; or (iii) that the receiving party can document was previously known prior to receipt of the Confidential Information. Both parties agree to (i) use the Confidential Information only in connection with fulfilling their rights and obligations under this Agreement; (ii) hold the Confidential Information in strict confidence and exercise due care with respect to its handling and protection, consistent with their protection of their own confidential information but not less than reasonable care, (iii) not publish or disclose the Confidential Information except for disclosures to employees and subcontractors who have a bona fide need to know the Confidential Information. Both parties agree that any unauthorized disclosure of the confidential Information would cause irreparable harm and that in the event of any breach or threatened breach of the above confidentiality obligations, the party owning the Confidential Information shall be entitled to obtain equitable relief in addition to any other remedy.

#### **17. REMOVAL OF MATERIAL UNDER U.S. DIGITAL MILLENNIUM COPYRIGHT ACT**

If We receive a notice alleging that material or content you posted on the Invent Program infringes another party's copyright, We may remove that material in accordance with Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act).

#### **18. EXPORT CONTROLS**

You agree to comply with the export and import laws of the United States and other applicable countries. Without limiting the foregoing, You will: (i) comply with U.S. export and re-export controls; (ii) obtain all export and re-export licenses that may be required; and (iii) not export or re-export to any countries subject to U.S. embargo or trade sanctions or to entities identified on any U.S. governmental export exclusion lists, including, but not limited to, the Denied Persons List, Entity List, and Specially Designated Nationals List. You are responsible for complying with all updates and revisions that the U.S. Government may make to the list of prohibited export destinations.

#### **19. DEVELOPER PREVIEW PROGRAMS**

From time to time, We may provide Invent Program users with access to pre-release products and technology that are not generally available to ConnectWise customers. Developer Preview Programs are provided "AS IS," exclusive of any warranty or support, and may contain bugs or errors. Developer Preview Programs are provided for evaluation and testing purposes and are not intended for production use, may never be made

generally available, and may be discontinued at any time. We own all right, title and interest in the pre-release products and technology, and all intellectual property rights associated therewith. No rights in the pre-release product or technology are granted to you hereunder other than as expressly set forth herein. Further, you hereby grant Us a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the ConnectWise services, and create derivative works based on, any code, features, functionality, suggestions, enhancement requests, recommendations or other feedback provided by you in connection with a Developer Preview Program.

## **20. ATTRIBUTION**

ConnectWise, and other ConnectWise graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks or trade dress of ConnectWise in the U.S. and/or other countries ("ConnectWise Trademarks"). Subject to full compliance with the Trademark Guidelines as made available to You, ConnectWise hereby grants You a limited, personal, non-sublicensable, non-transferable, nonexclusive, revocable license to use ConnectWise Trademarks in Your Developer Products. You shall not use or alter any text, logos, ConnectWise Trademarks, ConnectWise signature colors, layout, or a confusingly similar layout to ConnectWise's layout in such a way which may suggest endorsement or affiliation by ConnectWise. Any use of the ConnectWise logo or ConnectWise Trademarks must be used in its entirety and must not be altered or used in a misleading way. You shall not use a mark which is confusingly similar to ConnectWise Trademarks. Any use of the ConnectWise logo or Trademarks in Your Developer Products shall be less prominent than the logo or mark that primarily describes the Developer Products and Your use of the ConnectWise logo shall not imply any endorsement or affiliation by ConnectWise. You may publicize, issue press or blog releases of Your Developer Product only if You state that it was created using the ConnectWise API/SDK and you receive ConnectWise's prior approval for such press or blog release.

You must place or display the following notice prominently on Your Developer Products: "The term 'ConnectWise' is a trademark of ConnectWise, LLC. This application uses the ConnectWise API but is not a ConnectWise product or service and is licensed separately from ConnectWise products and services." Without limiting the foregoing, ConnectWise will have the right to do quality insurance inspections of the Developer Products and withhold the right to use ConnectWise Trademarks if the quality is not satisfactory to ConnectWise in its sole discretion.

## **21. PRIVACY**

You agree that any Personal Information that you collect from a third party in relation to your Developer Products 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 of your Developer Products. Neither you nor your Developer Products 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 provide your Developer Products and your related services 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.

## **22. SECURITY REVIEW**

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

## **23. MISCELLANEOUS**

23.1 Relationship of the Parties. Nothing herein will constitute any association, partnership or joint venture between the parties and neither party will have the power to legally bind the other party. The Suppliers, agents, employees, distributors, and dealers of ConnectWise are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on ConnectWise.

23.2 Waiver. Any waiver of the terms herein by ConnectWise must be in a writing signed by an authorized officer of ConnectWise and expressly referencing the applicable provisions of this Agreement.

23.3 Severability. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

23.4 Choice of Law/Venue. This Agreement will be governed by Florida law as applied to agreements entered into and to be performed entirely within Florida, without regard to its choice of law or conflicts of law principles that would require the application of law of a different jurisdiction, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state courts in Hillsborough County, Florida.

23.5 Headings. Headings are included for convenience only and shall not be considered in interpreting this Agreement.

23.6 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 Your company, or (iii) 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 Your company regarding the Invent Program, including but not limited to (a) Your acceptance into the Invent Program, (b) Your status within the Invent Program, (c) any Invent Program membership renewal and/or termination and (d) any Invent 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 You in Your application for the Invent Program. If such notice is delivered by email, it will be considered to have been given at the time it is sent.

23.7 Assignment. You may not assign any part of this Agreement without the prior written consent of ConnectWise. Any attempted assignment without consent shall be void.

- 23.8 Conflicts. To the extent that any terms in this Agreement are inconsistent with any terms of any agreement you may enter into with any ConnectWise customers pertaining to their use of Developer Products, the terms of this Agreement and of any agreement between ConnectWise and such ConnectWise customers shall govern.
- 23.9 Entire Agreement. Except as expressly stated in these Terms of Use, these Terms of Use constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter and sets forth the entire liability of ConnectWise and its Suppliers and your exclusive remedy with respect to the Invent Program, Developer Tools and Developer Content.
- 23.10 Amendments. No modification, amendment, or waiver of any provision of these Terms of Use shall be effective unless it is by an update to these Terms of Use that we make available on this website, or is in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

## EXHIBIT A PRE-ALPHA TESTING AGREEMENT

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS REGARDING YOUR USE OF THE PRE-ALPHA PROGRAM, INCLUDING ITS CODE AND DOCUMENTATION, BEFORE USING THE PRE-ALPHA PROGRAM. BY USING THE TEST INSTANCE OF THE PRE-ALPHA PROGRAM, YOU (ALSO REFERRED TO BELOW AS "TESTER") INDICATE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS PRE-ALPHA TESTING AGREEMENT (THE "AGREEMENT"). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE TEST INSTANCE OF THE PRE-ALPHA PROGRAM. IF YOU ARE ACCEPTING THESE TERMS OF USE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE TO COMPLY WITH THIS AGREEMENT, YOU MAY NOT USE THE PRE-ALPHA PROGRAM.

1. CONNECTWISE, LLC PROVIDES TESTER WITH ONE TEST INSTANCE OF THE PRE-ALPHA PROGRAM AND LICENSES THE PRE-ALPHA PROGRAM TO TESTER PURSUANT TO THE TERMS OF THIS AGREEMENT.
  - a. The Pre-Alpha Program will be provided solely for Tester's nonexclusive, nontransferable, internal and limited use on the test instance provided by ConnectWise.
  - b. The Tester acknowledges and agrees that the Pre-Alpha Program is not generally available for distribution. Use of the Pre-Alpha Program provides the Tester early operational experience with the Pre-Alpha Program and the interoperability with Tester's integration and also provides ConnectWise with specific information regarding the Tester's experiences with the installation and operation of the Pre-Alpha Program.
  - c. The Pre-Alpha Program is the intellectual property and a trade secret of ConnectWise and is considered Confidential Information of ConnectWise. Tester agrees to keep the Pre-Alpha Program strictly confidential and to comply with the requirements pertaining to Confidential Information of this Agreement. Title to the Pre-Alpha Program and all other Confidential Information and all changes, modifications and derivative works thereto shall remain with ConnectWise. The Pre-Alpha Program is protected by copyright, patent, trademark and other laws and international treaties.
2. Without the prior written consent of ConnectWise, Tester may not:
  - a. Transfer, assign, sublicense, use, copy, distribute or modify the Pre-Alpha Program, in whole or in part, except as expressly permitted in this Agreement;
  - b. Use the Pre-Alpha Program to develop or market any conversion utility or aid specific thereto that would enable users to convert from any version of ConnectWise Offering to an alternative product;
  - c. Decompile, reverse assemble or otherwise reverse engineer the Pre-Alpha Program, except as expressly permitted under applicable law;
  - d. Use the Pre-Alpha Program to assist in the development or design of computer software that is intended to provide substantially similar functionality as the Pre-Alpha Program; or
  - e. Remove or alter any of the copyright notices or other proprietary markings on any copies of the Pre-Alpha Program.
  - f. Use the Pre-Alpha Program in a live production environment, for development or other commercial purposes.
3. The period of Pre-Alpha testing shall commence on the date ConnectWise shall deliver the Pre-Alpha Program test instance to Tester and shall end upon the earlier of: (a) the date ConnectWise makes the Pre-Alpha Program generally available, as ConnectWise may determine in its sole discretion; (b) the date Tester discontinues use of the Pre-Alpha Program, on not less than 15 days prior written notice to ConnectWise; or (c) the date of termination of this Agreement by ConnectWise, as provided herein.

4. During the Pre-alpha testing period, ConnectWise may from time to time, in its sole discretion, provide available publications, education materials and other documentation respecting the Pre-Alpha Program (the "Documentation") to the Tester. All such Documentation, whether or not marked with a trademark notice, copyright notice or restrictive legend, such as "ConnectWise Confidential," shall be considered the confidential and proprietary property of ConnectWise and shall be provided to the Tester subject to the confidentiality provisions of this Agreement.
5. During the Pre-alpha testing period, the Tester will:
  - a. Assign a representative to serve as the primary point of contact with ConnectWise;
  - b. Staff the appropriate personnel to provide planning, implementation, operation and reporting with respect to the Pre-Alpha Program;
  - c. Provide all computer and other equipment and facilities necessary for the evaluation and testing required under this Agreement;
  - d. Participate in conversion and installation planning sessions with ConnectWise;
  - e. Use its reasonable efforts to promptly commence operation of the Pre-Alpha Program;
  - f. Use the Pre-Alpha Program and Documentation for testing purposes and not use the Pre-Alpha Program to perform any production activities during the Pre-Alpha testing period;
  - g. At ConnectWise's request, document its experiences during the Pre-Alpha testing period and participate in conference calls with ConnectWise personnel to report on the operational status of the Pre-Alpha Program and to report to ConnectWise its experiences and any problems encountered, including but not limited to reporting all errors, difficulties or other types of problems with the Pre-Alpha Program;
  - h. Allow ConnectWise personnel reasonable access to the Pre-Alpha Program during the Pre-Alpha testing period, subject to Tester's reasonable security procedures, for service and observation purposes; and
  - i. Furnish to ConnectWise at the end of the Pre-Alpha testing period a written response to ConnectWise's questionnaire regarding the Tester's experiences, including the Tester's evaluation of the functions, performance and serviceability of the Pre-Alpha Program and related Documentation.
  - j. ConnectWise may correct errors in the Pre-Alpha Program and Documentation within a reasonable time, as determined in its sole discretion. ConnectWise does not guarantee or assume responsibility for any impact of use of the Pre-Alpha Program. Tester acknowledges that the Pre-Alpha Program constitutes an "untested" product. Tester understands that the testing and quality assurance of the Pre-Alpha Program has not yet been completed and that ConnectWise has not authorized the Pre-Alpha Program for general release. Tester agrees and acknowledges that the Pre-Alpha Program has not been tested or debugged and is experimental and that the Documentation may be in draft form and will, in many cases, be incomplete. Tester agrees that ConnectWise makes no representations regarding the completeness, accuracy or Tester's use or operation of the Pre-Alpha Program.

6. **DISCLAIMER OF WARRANTY**

THE PRE-ALPHA PROGRAM AND DOCUMENTATION ARE BEING DELIVERED "AS IS," WITHOUT WARRANTIES OF ANY KIND. CONNECTWISE DOES NOT WARRANT THAT THE PRE-ALPHA PROGRAM WILL MEET TESTER'S REQUIREMENTS OR THAT THE OPERATION OF THE PRE-ALPHA PROGRAM WILL BE UNINTERRUPTED, ERROR FREE OR WILL APPEAR AS DESCRIBED IN THE DOCUMENTATION. CONNECTWISE DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF TITLE OR INFRINGEMENT. IN NO EVENT WILL CONNECTWISE BE LIABLE TO TESTER OR ANY OTHER PERSON FOR LOSSES

OR DAMAGES, DIRECT OR INDIRECT, OR EXPENSES INCURRED BY TESTER IN CONNECTION WITH THE USE OF THE PRE-ALPHA PROGRAM, INCLUDING LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, TIME, MONEY, GOODWILL AND ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE USE OR INABILITY TO USE THE PRE-ALPHA PROGRAM EVEN IF CONNECTWISE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. TESTER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE PRE-ALPHA TEST AND THIS AGREEMENT BY WRITTEN NOTICE TO CONNECTWISE.

7. ConnectWise does not guarantee that the generally available release of the Pre-Alpha Program will be identical to the Pre-Alpha Program. Therefore, an installation or re-installation of the generally available, released Pre-Alpha Program may be required. It is understood that ConnectWise is not obligated, nor will it be obligated in the future, to make the Pre-Alpha Program available as a standard ConnectWise product. If, at the conclusion of the Pre-Alpha testing period, the Pre-Alpha Program and Documentation are not generally released by ConnectWise to its clients, ConnectWise may, in its sole discretion, grant to Tester, without any additional charge, a license to use the Pre-Alpha Program and Documentation for its internal use only, provided that ConnectWise shall have no responsibility or liability to Tester for any support or maintenance of the Pre-Alpha Program or Documentation.
8. In the performance of this Agreement, or contemplation thereof, Tester may have access to know-how, trade secrets and other confidential information ("Confidential Information") owned by ConnectWise, including without limitation, the Pre-Alpha Program and Documentation. Tester agrees to keep the Confidential Information strictly confidential and not to permit anyone to have access to such Confidential Information other than Tester's authorized employees. Tester further agrees that it will treat any report provided to ConnectWise and any other information related to the Pre-Alpha Program, including without limitation any such information created by Tester, disclosed by Tester or disclosed by ConnectWise concerning the Pre-Alpha Program, as ConnectWise Confidential Information hereunder. Tester agrees not to copy, disclose, publish, display or otherwise make available the Confidential Information, or any information gained from its use of the Confidential Information to any third party, without the prior written consent of ConnectWise. Tester agrees to secure and protect the Confidential Information and any copies thereof in a manner consistent with the maintenance of ConnectWise's rights herein, which in any event shall not be less than reasonable care in accordance with applicable industry standards, and to take all necessary and appropriate action by instruction or agreement with its employees who are permitted access to the Pre-Alpha Program to satisfy Tester's obligations hereunder. ConnectWise agrees to maintain the confidentiality of any live customer data used at any time during the Pre-Alpha testing period that comes into ConnectWise's possession.
9. The Tester agrees that ConnectWise may use any report prepared by Tester related to the Pre-Alpha Program or Pre-Alpha Program for any ConnectWise business purpose, without any further consent or accounting in the development, manufacture, marketing and maintenance of the Pre-Alpha Program and other ConnectWise products and services, including reproduction and preparation of derivative works based upon such reports, as well as distribution of such derivative works.
10. Tester acknowledges that the Pre-Alpha Program is provided with "Restricted Rights" as set forth in 48 C.F.R. Sec. 12.212, 48 C.F.R. Sec. 52.227-19(c)(1) and (2) or DFARS Sec. 252.227.7013(c)(1)(ii) or such applicable successor provisions. ConnectWise is the manufacturer of the Pre-Alpha Program. Tester is required to observe the relevant U.S. Export Administration Regulations and other applicable regulations. In connection with such requirement, Tester hereby represents and warrants that it will use the Pre-Alpha Program only for testing purposes and Tester will not rent, lease, sell, sublicense assign or otherwise transfer or export the PreAlpha Program. Further, Tester represents and warrants that it shall not transfer or export any product, process, or service that is the direct product of the Pre-Alpha Program. Outside the United States, no product support services, if available, will be offered by ConnectWise, without a proof of purchase or license from an authorized source.
11. ConnectWise may terminate this Agreement at any time, with or without cause, by giving written notice of termination to Tester. ConnectWise may immediately terminate this Agreement in the event of any failure to



comply with any of the above terms. Such termination shall be in addition to and not in lieu of any criminal, civil or other remedies available to ConnectWise.

12. The provisions of this Agreement and all the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. Any legal action or proceedings relating to this Agreement shall be instituted in the state of federal courts located in Hillsborough County, Florida.
13. This Agreement may be amended only by a written agreement signed by authorized representatives of both parties.