



**CONNECTWISE, INC., A DELAWARE CORPORATION, SUCCESSOR IN INTEREST BY MERGER TO CONNECTWISE.COM, INC.
CONSULTING SERVICES GENERAL TERMS AND CONDITIONS ("GENERAL TERMS")**

These General Terms are between ConnectWise, Inc. or the ConnectWise entity ("ConnectWise") and the customer entity ("Client") specified in the Transaction Document and is effective on the date set forth in the referencing Transaction Document ("Effective Date") and specifies the terms and conditions agreed between the parties when ConnectWise provides information technology related consulting services ("Services") to Client.

1. DEFINITIONS

- 1.1 "Agreement" means (i) the applicable Transaction Document and (iii) these General Terms.
- 1.2 "Authorized End Users" means Client's employees and independent contractors (but excluding any outsourcer, facilities management providers or application service provider).
- 1.3 "Confidential Information" means any information, maintained in confidence by a party, and which is marked as such or information, written or oral, that by its nature would to a reasonable person under the circumstances understood to be confidential or proprietary information of a party. Documentation, product development and marketing plans, business methods, non-public financial and personnel data are Confidential Information of ConnectWise.
- 1.4 "Documentation" means any standard published technical user manuals and other documentation governing the use of the Work Product provided by ConnectWise or delivered under this Agreement.
- 1.5 "Group Company" means any entities for which Client holds greater than a fifty percent (50%) interest (or, by force of law or contract, Client is obligated to maintain board control thereof).
- 1.6 "Quote" means a document created by ConnectWise and executed by Client electronically that describes the fees for Services to be performed, and that together with these General Terms, form the Agreement.
- 1.7 "Term" means the duration of an Agreement.
- 1.8 "Transaction Document" means a signed mutually agreed ordering document such as a Quote and/or statement of work for the Services.
- 1.9 "Work Product" means all items produced for Client's use in connection with this Agreement including code, Documentation, scripts, reports, materials, and other information created or provided by ConnectWise.

2. GRANT OF USE

- 2.1 Subject to the terms of this Agreement, ConnectWise grants Client and its Authorized End Users a non-exclusive, non-transferable license to use the Work Product produced by ConnectWise without the right to sublicense, exclusively for the business and for the internal data processing operations of Client and Group Companies under the same use metrics and terms applicable to the ConnectWise software. Use of the Work Product by Authorized End Users shall at all times remain the responsibility and liability of Client.
- 2.2 All rights not specifically granted hereunder or under an Agreement are expressly reserved by ConnectWise.

3. SERVICES

- 3.1 Services will be provided by ConnectWise in accordance with the Terms and Conditions of this Agreement.
- 3.2 ConnectWise will determine the location, equipment, means and personnel, including the use of third parties, utilized for its performance under this Agreement.
- 3.3 ConnectWise will be excused from any failure to perform hereunder which is caused by Client, an Authorized End User, a Group Company, or any other agent, subcontractor or employee of any of the foregoing, or any other third party permitted access to any Services, by any of the foregoing, and any Services required as a result thereof will be invoiced to Client on a time and materials basis. ConnectWise will use reasonable efforts to mitigate such costs or expenses. Any ConnectWise deadline that is affected by any Client default shall be extended by an amount of time equal to the length of such failure plus an additional period of time, if reasonably necessary, to compensate for such default.

4. FEES

- 4.1 Fees shall be designated on the Transaction Document.



4.2 ConnectWise may charge interest of 1% per month compounded for the entire overdue period or the maximum amount allowed by law if fees are not paid by the due date. If Client's account is thirty (30) days or more overdue (except with respect to amounts subject to a bona fide dispute), in addition to any of its other rights or remedies, ConnectWise reserves the right to suspend any ConnectWise Services to Client, without liability, until such amounts are paid in full.

4.3 Client agrees to pay any applicable VAT, sales tax, import and custom duties and any other applicable taxes in addition to the fees. In the event the Client is required to withhold taxes, the Client agrees to furnish to ConnectWise all required receipts and documentation substantiating such payment.

4.4 In the event that Client prepays Fees to be applied against future ConnectWise Services projects, Client shall have twelve (12) months from the effective date of the Transaction Document to utilize the prepaid Fees towards a Services project. Any Fee credits shall expire after twelve (12) months and Client shall not be entitled to any refund.

5. CONFIDENTIALITY

5.1 For purposes of this Section, the Disclosing Party shall be the party which discloses Confidential Information and the Receiving Party shall be the party that receives the Confidential Information. The following is not considered Confidential Information: (i) information which the Receiving Party is authorized in writing by the Disclosing Party to use without restriction; (ii) information rightfully in the Receiving Party's possession or known to it without the duty of confidentiality prior to receipt of such information from the Disclosing Party; (iii) information which is rightfully disclosed to the Receiving Party by a third party, having proper possession of such information, without the duty of confidentiality; (iv) information which properly enters the public domain; or (v) information which is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

5.2 The Receiving Party shall use the Disclosing Party's Confidential Information only for the purpose set forth in this Agreement, and shall cause its Authorized End Users to keep Confidential Information confidential, sharing it on a "need-to-know" basis only. The Receiving Party may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under law or a court order, provided that the Disclosing Party shall be given prompt and timely written notice of such proceeding.

5.3 In addition to any other remedies, the Disclosing Party shall be entitled to seek equitable relief.

5.4 With respect to ConnectWise intellectual property, the obligations set forth in this Section are indefinite. For all other Confidential Information, such obligations shall continue for five (5) years from the date of initial disclosure.

6. WARRANTIES AND DISCLAIMERS

6.1 ConnectWise warrants that it has title or authority to grant Client the rights specified herein.

6.2 ConnectWise warrants that the Services set forth in this Agreement will be performed in a professional manner with qualified personnel, in accordance with prevailing industry standards.

6.3 In the event of an alleged breach of these warranties, Client's sole remedy, and ConnectWise's sole obligation hereunder shall be, at ConnectWise's sole discretion, to re-perform the services at no additional charge to Client or to refund applicable deliverable related fees paid. These remedies are contingent upon the following: (i) that Client has complied in all material respects to the terms and conditions herein; (ii) that the alleged breach is due solely to an error or omission on the part of ConnectWise, its agents or employees; (iii) that the alleged breach is reported to ConnectWise, with specificity, within thirty (30) days of the performance of the applicable services; and (iv) that Client is able, willing and does provide ConnectWise with assistance in the diagnosis and remedy of the applicable breach.

6.4 Disclaimers

CONNECTWISE DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED OR THAT THE WORK PRODUCT WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CONNECTWISE AND CONNECTWISE MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE, EQUIPMENT OR THIRD PARTY SOFTWARE WHICH CONNECTWISE MAY SUPPLY.

7. INDEMNITIES

7.1 ConnectWise agrees to indemnify Client or, at its option, settle any third party claims that the Work Product alone and not in combination with any other product or program infringes a U.S. registered patent or any copyright in a country where Client is authorized to use such Work Product. ConnectWise may, at its option and at its own cost: (i) procure for Client the



right to continue to use the Work Product; (ii) repair, modify or replace the Work Product so that it is no longer infringing, or; (iii) terminate this Agreement or applicable part hereof and provide a pro rata refund of the fees paid for the infringing Work Product, based on the Term of this Agreement.

7.2 The above indemnity is contingent upon: (i) Client providing prompt notice to ConnectWise of any such claim and reasonable assistance in the defense thereof, (ii) ConnectWise's sole right to control the defense or settlement of any such claim, provided that the settlement does not require a payment or admission of liability on the part of Client, and (iii) that Client shall not take any actions or omit to take actions that hinder the defense or settlement process as reasonably directed by ConnectWise.

7.3 ConnectWise shall have no liability under this Section if: (i) the allegation of infringement is a result of a modification of the Work Product not performed or approved by ConnectWise, (ii) the Work Product is not being used in accordance with the Documentation, (iii) the alleged infringement is a result of use of the Work Product in combination with any non-ConnectWise supplied third party product, or (iv) the Work Product was produced at the specific direction and requirements of Client.

7.4 SECTION 7 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF CONNECTWISE, AND THE EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS. In the event ConnectWise provides to Client a refund of amounts paid pursuant to the warranty or indemnification provisions herein, Client shall no longer have the right to use the Work Product or any other results of the Services hereunder.

7.5 Each party shall indemnify the other against all damages, fees, fines, judgments, costs and expenses incurred as a result of a third party action alleging a bodily injury or death which arises from the provision of Services hereunder due solely to the alleged fault of the indemnifying party..

7.6 Client shall indemnify ConnectWise against any claim that any data, materials, items or information supplied to ConnectWise hereunder infringes any U.S. copyright, patent, trademark or trade secret or similar law, provided that: (i) Client is provided prompt notice of any such claim, (ii) Client is provided the sole authority to defend or settle such claim (and further provided that ConnectWise is not obligated to admit liability or expend funds in connection with any such defense or settlement); and (iii) ConnectWise may participate in any such settlement discussions or litigation to the extent that either may impact ConnectWise's ongoing business.

8. TITLE

8.1 Each party shall retain all rights in and to the data and materials owned by it prior to the Effective Date of this Agreement. If such data or materials are used by a party in the performance of this Agreement, such performance shall not transfer ownership of such data or materials to the other party.

8.2 ConnectWise and its licensors own all rights, title and interest in and to all intellectual property relating to the Services and any Work Product and any modifications, enhancements and derivatives thereto.

9. LIMITATION OF LIABILITY

9.1 Except for death or personal injury caused by the negligence or willful default of ConnectWise, and subject to Sections 9.2 and 9.3, ConnectWise's liability to Client for any damages, loss or liability for any cause whatsoever, regardless of the form of action will be limited to the total amount of fees paid by the Client under this Agreement for the specific Services that caused the damage or gave rise to the cause of action, or if no fee is specified, then the total amount paid by Client under this Agreement.

9.2 ConnectWise's liability for damage to tangible personal or real property due to the negligence of ConnectWise shall be limited in aggregate to the sum of US\$20,000 per event or series of related events, except where such limitation is prohibited by applicable law.

9.3 THE REMEDIES PROVIDED IN THIS AGREEMENT ARE THE EXCLUSIVE REMEDIES OF THE PARTIES. IN NO EVENT SHALL CONNECTWISE BE LIABLE TO THE CLIENT OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT, OR OTHERWISE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR UNFORESEEABLE LOSS, DAMAGE OR EXPENSE; LOSS OF PROFITS; LOSS OF BUSINESS; LOSS OF GOODWILL; LOSS OF OPPORTUNITY; LOSS, RECONSTRUCTION OR CORRUPTION OF DATA; LOSS, RECONSTRUCTION OR CORRUPTION OF COMPUTER OPERATING SYSTEMS; LOSS, RECONSTRUCTION OR CORRUPTION OF COMPUTER HARDWARE, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED.

9.4 The parties agree the limitations and exclusions herein are fair and reasonable in all the circumstances of the Agreement.



10. TERM AND TERMINATION

10.1 If either party materially breaches this Agreement (including non-payment to ConnectWise), and such breach is not cured within 30 days after written notice is given to the breaching party, then the other party may, by giving written notice to the breaching party, terminate this Agreement as of the end of such 30-day period or such later date as is specified in such notice of termination.

10.2 Subject to any applicable mandatory laws, if a party becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against a party other than for the purposes of solvent reconstruction, the other party shall have the right to terminate the Agreement immediately for cause.

10.3 Upon termination by ConnectWise under Section 10.1, all fees and expenses contracted to be paid by Client to ConnectWise under this Agreement for Services rendered shall become due and payable immediately. In the event of Client's termination without cause, ConnectWise may perform the Services until the Effective Date of termination or invoice Client, and Client agrees to pay ConnectWise, for such Services. Termination of any individual Statement of Work attached shall not terminate any other Statement of Work.

11. GENERAL TERMS

11.1 Neither party will be liable to the other for failure to fulfill its obligations caused by circumstances beyond its reasonable control. Such circumstances will include without limitation Acts of God, strikes, lockouts, riots, terrorist attacks, acts of war, epidemics, civil disturbance, fire, communication line failures, power failures, earthquakes, floods or other natural disasters. In such event, the obligations of the parties (excluding payment obligations) will be temporarily suspended to such extent reasonable in the circumstances.

11.2 The relationship between the parties that of Client and independent contractor.

11.3 Client may not assign this Agreement, the use of any Work Product or its rights and obligations under this Agreement without the prior written consent of ConnectWise. This Agreement shall be binding on the parties and all of their respective successors and assigns.

11.4 All notices hereunder shall be in writing and delivered to the other party either by letter (two day delivery), email if confirmed by letter and sent within 24 hours after, via facsimile (with confirmation of transmission) or personally by overnight courier.

11.5 If any provision of this Agreement is held to be invalid, illegal or unenforceable by any court or other competent tribunal then the remaining provisions of this Agreement shall remain in full force and effect.

11.6 The laws of the State of Florida (excluding its conflict of law provisions) shall govern this Agreement. The parties agree that any action arising under or relating to this Agreement shall lie within the exclusive jurisdiction of the State and Federal Courts located in Hillsborough County, Florida. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

11.7 Client agrees that ConnectWise's Services, including, without limitation any related Work Product, materials, deliverables, enhancements, and modifications thereto are subject to export controls of the United States of America and import controls of any other country in which such items may be provided or used. Client agrees to export, re-export or import ConnectWise's Services, including, without limitation any related Work Product, materials, deliverables, enhancements and modifications thereto only in compliance with such laws and controls.

11.8 Upon expiration or termination of this Agreement, the rights and obligations of the parties which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of this Agreement or any part thereof will so survive.

11.9 A person who is not a party to this Agreement has no rights to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available under applicable law.

11.10 Client agrees to furnish ConnectWise with such information and access to its facilities and records as ConnectWise may reasonably request in order to verify Client's compliance with this Agreement.



11.11 Client represents that (i) it is duly authorized to provide personal data to ConnectWise and it does so lawfully in compliance with relevant legislation, (ii) ConnectWise and any entity within the ConnectWise group of companies (each a "ConnectWise entity") or its subcontractors can process such data and (iii) ConnectWise may disclose such data to any ConnectWise entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin.

11.12 Nothing in this Agreement shall preclude or limit ConnectWise from providing consulting Services and/or developing software or materials for itself or other clients, irrespective of the possible similarity thereof to materials which might be delivered to Client, including without limitation screen formats, structure, sequence and organization.

11.13 All purchase orders, prior Agreements, proposals, representations and other understandings whether oral or written, are superseded in their entirety by this Agreement and the applicable Transaction Document. In the event a purchase order is used as a Transaction Document, any additional or inconsistent Terms thereon shall not apply. No alteration or modification of the Agreement will be valid unless made in writing and signed by the parties. In the event of a conflict between these General Terms and any terms and conditions in any Transaction Document, the Transaction Document will control.