



**CONNECTWISE.COM, INC.  
ONLINE RESELLER AGREEMENT**

THIS ONLINE RESELLER AGREEMENT ("Agreement") is made and entered into between **ConnectWise.com, Inc.**, a Florida corporation having its offices at 4110 George Road, Tampa, FL 33634 ("ConnectWise"), and your organization ("Reseller").

WHEREAS, ConnectWise is engaged in the development, marketing and distribution of ConnectWise Software;

WHEREAS, Reseller desires to market and resell the right to use ConnectWise Software to End Users in the Territory;

WHEREAS, CONNECTWISE is agreeable to Reseller becoming a non-exclusive reseller of ConnectWise Software for purposes of marketing and reselling the right to use such ConnectWise Software to End Users in the Territory pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ConnectWise and Reseller, intending to be legally bound, hereby make the following agreements:

**1. DEFINITIONS**

"Authorized Distributor" means a distributor that has been approved by ConnectWise and has signed a Distribution Agreement with ConnectWise to distribute the ConnectWise Software to resellers.

"Alliance Vendor" means a third-party technology vendor providing hardware, software, cloud and similar or related technological services that can be integrated and/or bundled with the ConnectWise Software to be marketed, sold and supported through ConnectWise.

"Confidential Information" means all information of ConnectWise understood as confidential by its nature, whether in written, oral or machine-readable form, by way of observation or otherwise and shall include, without limitation, trade secrets of ConnectWise, formulae, compositions, designs, sketches, photographs, graphs, blueprints, drawings, samples, ideas, past, current and planned research and development methods of ConnectWise, current and planned manufacturing or distribution methods of ConnectWise, names and identities of former, existing and prospective distributors, customers and vendors/suppliers of ConnectWise, current and anticipated customer requirements, price lists, supplier lists, market studies and business plans of ConnectWise, computer firmware and hardware, computer software and programs of ConnectWise (including ConnectWise Software object code and source code and any other object code and/or source code of any other ConnectWise products and further including the Documentation, Maintenance Releases, New Versions and all customizations, enhancements, improvements, translations, derivative works or other modifications thereof or thereto), computer database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, concepts, ideas, designs, methods and information) of ConnectWise, unpatented inventions, inventions as to which patent applications are pending and discoveries of ConnectWise, non-trademarked or non-service-marked distinctive symbols, pictures or words ConnectWise may affix to distinguish and identify the origin of its products or services, any work of authorship of ConnectWise fixed in any tangible medium of expression that is the subject matter of a copyright or potential application for registration therefor, whether foreign or domestic, registered or unregistered, information concerning the business and affairs of ConnectWise (including financially related statements, projections and budgets as well as the names and backgrounds of key personnel, personnel training techniques and materials) and any other information of ConnectWise, however documented, that is a trade secret within the meaning of applicable trade secret law. Confidential Information shall include all information referenced in Section 9.A below.



"Distribution Agreement" means that certain Distribution Agreement entered into between ConnectWise and an Authorized Distributor for such Authorized Distributor to market and distribute the ConnectWise Software to authorized resellers in the Territory, on a non-exclusive basis.

"Documentation" means technical manuals relating to the end use of ConnectWise Software.

"End User" means an entity that is not an affiliate of Reseller's enterprise and obtains ConnectWise Software from Reseller for Internal Use. End User excludes any entity that redistributes, distributes, licenses, rents or leases ConnectWise Software to other parties in the regular course of business (this exclusion also applies to any third parties providing outsourcing or facilities management type services where the ConnectWise Software will be used to provide some or all of such services). End User also excludes any federal government agencies or entities and Reseller's authorization hereunder, except where specifically agreed to by ConnectWise, does not extend to any such agencies or entities.

"Internal Use" means use for an End User's internal business operations only. Internal Use does not include timesharing, provision of outsourcing or facilities management services.

"ConnectWise Software" mean(s) all or any portion of the proprietary, commercially available object code software products of ConnectWise identified on attached Exhibit A that are generally available from ConnectWise on the Operating Environments that are supported by ConnectWise for which Reseller's sales and technical employees undergo, and successfully complete, the training program specified in attached Exhibit B, together with all corrections, Maintenance Releases, New Versions and associated Documentation thereto provided by ConnectWise, but not beta, pre-release or other special release products, which are specifically excluded from the definition of ConnectWise Software. If Maintenance is procured for the ConnectWise Software, then during such Maintenance term, ConnectWise shall also include all corrections and Upgrades made available by ConnectWise under its then current ConnectWise support policies and provided by ConnectWise to Reseller and End User.

"Maintenance Releases" means product temporary fixes, error corrections, work-around or other maintenance media, downloads and corrections made available by ConnectWise to supported End Users of the ConnectWise Software, but does not include (i) New Versions or (ii) new products available from ConnectWise for an additional fee or other Alliance Vendor products.

"New Versions" means a new version of the ConnectWise Software containing new features or functions as well as error corrections, but does not include new products available from ConnectWise for an additional fee or products of an Alliance Vendor.

"Master License Agreement" means ConnectWise's then standard form of license agreement between ConnectWise and an End User, the terms of which shall dictate the subject End User's use of the ConnectWise Software distributed by ConnectWise or Reseller. The Master License Agreement shall be provided to Reseller or will be embedded into the installer for the ConnectWise Software. The Master License Agreement must be accepted by the End User prior to installing and using any ConnectWise Software. Terms in the Master License Agreement governing payments, pricing and discounts shall not be applicable if End User procures the ConnectWise Software through a reseller as such terms are solely between Reseller and End User.

"Operating Environments" means the hardware platform and operating system combinations that correspond to specific versions of the ConnectWise Software generally available from ConnectWise.

"Territory" means the geographic area set forth on attached Exhibit C.

"Upgrade" means, for distributed ConnectWise Software, the Documentation revisions, error corrections, product enhancements, maintenance packs, major releases and minor releases for ConnectWise Software which



ConnectWise generally makes available for program licenses to its supported End Users at no additional license fee in accordance with the Support and Assurance Program for the applicable ConnectWise Software.

## **2. APPOINTMENT AND GRANT OF RESELLER RIGHTS**

- A. Subject to the terms of this Agreement, ConnectWise hereby grants to Reseller, and Reseller hereby accepts, the non-exclusive right to resell the right to use ConnectWise Software only to End Users in the Territory. Reseller may acquire ConnectWise Software from ConnectWise or an Authorized Distributor of ConnectWise. Reseller shall resell the right to use ConnectWise Software to End Users under ConnectWise trademarks and in the same packaging as supplied by ConnectWise. No right to use, modify or distribute the source code of ConnectWise Software is granted under this Agreement.
- B. The ConnectWise Software is provided in object code format only and no right to discover, decompile, use, modify, reverse engineer or distribute the source code of ConnectWise Software, or any portion or variation thereof, is granted under this Agreement. No right to resell the right to use ConnectWise Software of an Alliance Vendor remarketed by ConnectWise is granted under this Agreement unless otherwise agreed upon by ConnectWise in writing. Reseller may, by way of a written amendment to this Agreement, acquire from ConnectWise the right to market and sell the right to use software or related technological services of Alliance Vendors that are integrated and/or bundled with the ConnectWise Software.
- C. Except as agreed by ConnectWise in writing, Reseller shall not have any right to establish or appoint any sub-resellers or sub-dealers of ConnectWise Software, nor shall Reseller allow any End User or other third party to sublicense, copy, assign, transfer or distribute ConnectWise Software.
- D. Reseller shall not, nor shall it permit any End User or other third party to: (i) copy or manufacture ConnectWise Software or any portion thereof; (ii) translate, modify, adapt, enhance, extend, decompile, disassemble or reverse engineer ConnectWise Software; (iii) use ConnectWise Software to provide any facility management or service bureau service or otherwise use ConnectWise Software to process the data of any third party (iv) license, sublicense, distribute, assign or transfer the ConnectWise Software.
- E. ConnectWise retains the right in its sole discretion within and outside the Territory to: (i) grant others the right to distribute, market and resell the ConnectWise Software on such terms and conditions and in such territories, as ConnectWise deems appropriate; (ii) distribute, market and resell the ConnectWise Software in any channel of distribution; and (iii) change the design and/or specifications of the ConnectWise Software at any time and to discontinue the sale or availability of any ConnectWise Software at any time, without liability to ConnectWise, upon thirty (30) days prior written notice to Reseller. Exceptions to the thirty (30) day period above shall be made at ConnectWise's sole discretion.
- F. Regardless of any disclosure made by Reseller of an ultimate destination of ConnectWise Software, and in addition to the restrictions and limitations imposed by this Agreement, Reseller shall not export, or re-export, directly or indirectly, or disclose directly or indirectly any ConnectWise Software or related technical information, documents or materials, or any direct product thereof without first obtaining (i) the written consent of ConnectWise and any applicable United States governmental agency, if the export, re-export or disclosure is regulated or limited by the United States Government, and (ii) any required license, permit or approval for such export or re-export or disclosure. Reseller agrees to comply with all export laws and restrictions and regulations of the United States Department of Commerce and/or other United States or foreign agency or authority and not knowingly export or allow the export or re-export of any ConnectWise Software or any derivative thereof, in violation of any such restrictions, laws or regulations to Afghanistan, the People's Republic of China or any Group Q, S, W, Y or Z country specified



in the then current supplement No. 1 to Section 770 of the U.S. Export Administration Regulations (or any successor supplement or regulations). In addition, Reseller will comply with all applicable requirements of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR") regulations, and not knowingly export or re-export or allow the export or re-export of any ConnectWise Software in violation of any such restrictions, laws or regulations. Finally, ConnectWise Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. Reseller represents and warrants that it is not located in any such country or on any such list and will not market and/or sell any right to use the ConnectWise Software to any person or entity located in any such country or on any such list. Reseller agrees it will not use, and will take steps to cause any End User not to use, the ConnectWise Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons. Reseller further warrants that it will agree to comply with any other applicable import or export laws and regulations and to use its best efforts to ensure its End Users abide by the terms contained in this clause.

### **3. OBLIGATIONS OF RESELLER**

- A. Reseller shall use reasonable efforts to actively promote ConnectWise Software in the Territory to End Users. Reseller may not market or seek to resell ConnectWise Software outside the Territory, either directly or indirectly. Reseller may not solicit, engage or fulfill orders for ConnectWise Software outside the Territory. Reseller shall maintain the formal name of ConnectWise in all advertising and other printed materials relating to the ConnectWise Software. ConnectWise reserves the right to require Reseller to furnish to ConnectWise in advance for review and approval any and all promotional, advertising and other materials which refer to ConnectWise or which use or display any trademark, service mark, logo or trade name of ConnectWise. ConnectWise also reserves the right to require Reseller to discontinue use of any promotional, advertising or other materials referring to ConnectWise or the ConnectWise Software.
- B. Reseller agrees to furnish to its End Users the then current ConnectWise Master License Agreement, and ensure that the End User accepts the terms of the Master License Agreement. Reseller shall promptly notify ConnectWise of any and all material breaches of the Master License Agreement and will assist ConnectWise in all steps necessary to terminate any breached license if the breach is not curable or if it is not cured promptly after notice.
- C. Except as expressly permitted by this Agreement, Reseller shall not incur any liability on behalf of ConnectWise, purport to make any contract binding upon ConnectWise or otherwise represent or hold itself out as an agent, representative, attorney-in-fact, successor or assign or in any other capacity or appearance which would or may tend to cause any person or entity to believe Reseller to be acting in any such capacity.
- D. Reseller shall not purchase or otherwise procure ConnectWise Software for resale under this Agreement from any party (including its subsidiaries or affiliates or its parent) other than ConnectWise or an Authorized Distributor. Reseller shall immediately notify ConnectWise, in writing, if any unauthorized third party offers to sell ConnectWise Software to Reseller.
- E. Reseller acknowledges that proper usage, sales and marketing of ConnectWise Software is largely dependent on appropriate training of Reseller's sales and technical staff. Reseller agrees to implement the minimum training program set forth in Exhibit B to ensure sufficient technical knowledge of ConnectWise Software by its staff. In the event that trained staff are reassigned to other duties or leave the employ of Reseller, Reseller shall promptly cause other employees to undergo the necessary minimum training programs. Except as expressly provided for herein, Reseller shall bear and be liable for



all costs and expenses initiated and incurred by it in advertising, promoting and marketing the ConnectWise Software and fulfilling its other responsibilities under this Agreement. All promotional activity by Reseller shall be mutually approved by the parties in writing.

- F. Reseller shall provide ConnectWise with reasonable assistance in monitoring compliance by End Users with the terms of their Master License Agreement, including protection of ConnectWise's proprietary rights in and to the ConnectWise Software.
- G. Reseller shall market and sell rights to use the ConnectWise Software with the same trademarks, service marks and/or other proprietary marks that distinguish the ConnectWise Software (unless otherwise agreed) and with such other markings and notices as ConnectWise shall prescribe. Reseller will not (nor will it grant permission to any third party to) remove any copyright or trademarked symbol, legend or other proprietary notice affixed to or included in the delivery of the ConnectWise Software. Reseller also agrees to notify ConnectWise of any knowledge of improper or wrongful use of ConnectWise's copyrights, marks and other intellectual property rights of which it becomes aware and will use commercially reasonable effort to safeguard ConnectWise's proprietary rights.
- H. Reseller is eligible for free training, as outlined by the ConnectWise Partner Program, relating to use of ConnectWise Software and marketing ConnectWise Software to End Users. A portion of such training shall be web based. All non-web based training shall be conducted at a ConnectWise designated training facility or ConnectWise approved facility. Reseller shall bear its own travel and subsistence expenses in connection with such training. Additional training (e.g. sale of ConnectWise Software support products) beyond basic use and marketing techniques is available from ConnectWise at ConnectWise's standard rate as outlined in the then current price book.

#### **4. ORDERING AND SHIPPING**

- A. Reseller may place individual written orders for ConnectWise Software with ConnectWise, identifying the title, SKU number, quantity and price of the ConnectWise Software. Such orders shall include such billing, shipping and pricing information and other information as required by ConnectWise from time to time on ConnectWise's then current Reseller Order Forms or Reseller's conforming purchase order form. To allow ConnectWise to properly enter Reseller's orders into ConnectWise's sales order system, all orders placed by Reseller must contain all of the following information in addition to that required by the current Reseller Order Form or Reseller's conforming purchase order form: Order Number, Order Date, Reseller name, Reseller address, Reseller City, Reseller State/Province, Reseller Zip Code, Reseller Country, Reseller billing contact name, Reseller billing contact phone number, Reseller contact email address, and Reseller Purchase Order Number and End User name, End User address, End User City, End User State/Province, End User Zip Code, End User Country, End User billing contact name, End User billing contact phone number, End User technical contact name, End User technical contact email address, if the End User has elected maintenance, and Ship To Address, Ship To State/Province, Ship To Zip, Ship To Country, Ship To Contact Name, Ship To Contact Phone Number, Ship To Contact Email Address, ConnectWise Product Code, ConnectWise Product Description, Quantity Sold, Reseller Cost, Total Cost of Goods Sold.
- B. Alternatively, orders for ConnectWise Software to be distributed to End Users may be placed with ConnectWise by the Authorized Distributor pursuant to the terms of the Distribution Agreement. Resellers shall place orders for ConnectWise Software with Authorized Distributors in accordance with the Authorized Distributor prescribed procedures. When Reseller procures licenses for ConnectWise Software through Authorized Distributors all terms governing payments, pricing and discounts shall be solely between Reseller and such Authorized Distributor and the terms of this Agreement governing payments, pricing and discounts shall not apply.



- C. Reseller understands and agrees that ConnectWise may refuse to issue authorization keys or strings if the full order details, including End User name and address, quantity of authorization keys sought and other information required have not been provided to ConnectWise. ConnectWise will not be responsible for delays in issuance of authorization keys resulting from delay or failure by Reseller or any End User to provide accurate and complete information to ConnectWise.
- D. Unless otherwise agreed by ConnectWise, all ConnectWise Software shall be electronically delivered by ConnectWise directly to an End User designated by Reseller in its order defined as the ship to.
- E. ConnectWise may reject any Reseller order that is not in compliance with the terms and conditions of this Agreement. Orders will not be binding upon ConnectWise until accepted by ConnectWise. Notwithstanding ConnectWise's acceptance of an order, such acceptance shall not be binding on ConnectWise, and ConnectWise shall have no obligation to process such order and deliver the ConnectWise Software, until the subject End User of Reseller either: (i) returns to ConnectWise an executed counterpart of the Master License Agreement; or (ii) electronically executes and accepts the "Click Through" version of the Master License Agreement that is presented simultaneous with End User's initial access to the ConnectWise Software. No provisions in Reseller's purchase orders or in any other business forms employed by Reseller shall add to, supersede or negate any of the terms and conditions of this Agreement, which shall exclusively govern the relationship of the parties.
- F. Reseller understands and acknowledges that the issuance of keys for ConnectWise Software distributed under this Agreement shall require End Users to execute ConnectWise's then standard Master License Agreement containing the information required by ConnectWise about how a prospective End User may use the ConnectWise Software, and any other information set forth therein. Reseller understands and agrees that ConnectWise may delay or withhold issuance of authorization keys for ConnectWise in the event Reseller or its End User fails to provide the necessary information to issue the authorization key.
- G. ConnectWise may specify a shipment date other than any shipment date set out in Reseller's Order Forms or Reseller's conforming purchase order form and ConnectWise may fulfill an order in one or more shipments. Reseller shall have the right to cancel or alter any order provided that such cancellation or alteration is in writing and issued at least 24 hours prior to shipment of the order. In the event of a cancellation or alteration, ConnectWise must receive a new purchase order in order to process any previously altered or cancelled order. Orders for ConnectWise Software already shipped or specifically manufactured pursuant to a Reseller order may not be canceled.
- H. All orders placed by Reseller for ConnectWise Software are non-cancellable and non-refundable. However, in the event that the End User meets all qualifiers for and exercises any termination right pursuant to ConnectWise's Satisfaction Guaranty (<http://www.connectwise.com/satisfaction-guarantee.php>), ConnectWise will cancel the applicable Reseller Order for that End User and provide the applicable refund to Reseller.
- I. ConnectWise shall not be liable to Reseller, or to any other person, for ConnectWise's failure to fill any orders, or for any delay in delivery or error in filing any orders for any reason whatsoever. ConnectWise shall have no obligation to deliver or export any ConnectWise outside the Territory.

## **5. SUPPORT AND UPDATES**

- A. ConnectWise shall provide End Users with support and maintenance in accordance with ConnectWise then current support and assurance policies for ConnectWise SOFTWARE properly licensed by End Users provided that the subject End User: (i) is current on all obligations owed to Reseller and ConnectWise; and (ii) ConnectWise's records indicate receipt of a maintenance fee order payment. In such events, the End User shall be entitled to the following "Maintenance" benefits: (i) the provision of telephone support and assistance from ConnectWise respecting to the use and operation of ConnectWise Software as well as





error fixes and (ii) Upgrades to ConnectWise as the same are developed and released by ConnectWise generally. Reseller acknowledges that End Users are not entitled to support from ConnectWise or the provision of other Maintenance benefits where such End Users are not under an annual maintenance plan.

- B. ConnectWise shall have no obligation to provide support for: (i) altered, damaged or modified ConnectWise Software; (ii) ConnectWise Software that is not the then-current release of ConnectWise Software available from ConnectWise; (iii) ConnectWise Software problems caused by Reseller or the End User's negligence, hardware malfunction or other causes beyond the control of ConnectWise; (iv) ConnectWise Software installed on a hardware or operating system environment which is not supported by ConnectWise or (v) pre-release or beta ConnectWise Software not part of an official ConnectWise beta program.

## **6. DELIVERY AND RISK OF LOSS**

- A. Unless otherwise agreed by ConnectWise, all ConnectWise Software shall be electronically delivered by ConnectWise directly to the End User designated by Reseller in its order. Upon ConnectWise's delivery of the ConnectWise Software to the subject End User, ConnectWise will, at Reseller's request, electronically notify the Reseller that the order has been completed. ConnectWise will use reasonable efforts to notify Reseller of any delays in scheduled delivery dates or inability to deliver any ConnectWise Software. ConnectWise shall have no obligation to export the ConnectWise Software from the Territory. Reseller shall pay all charges for shipping and transportation of ConnectWise Software to an End User via electronic delivery or otherwise, including, as applicable, costs of freight, transit insurance, import and customs duties and all other related charges. Reseller shall be liable for any and all taxes, including their collection on resale. ConnectWise shall not be liable for any delay caused by or arising from Reseller or an End User or any delay resulting from internet connectivity issues.
- B. In addition to ConnectWise's rights and remedies set forth in Section 14 below, in the event: (i) Reseller fails to pay any invoices for ConnectWise Software previously shipped to Reseller or an End User or (ii) is otherwise in default in the performance of any of its obligations under this Agreement, then, in either event, ConnectWise may withhold or suspend, in whole or in part, shipment/electronic delivery of the ConnectWise Software and/or suspend or remotely disable the previously delivered ConnectWise Software.
- C. As applicable, all packing materials and methods, the carrier and type of conveyance shall conform to standard commercial practices of ConnectWise for shipment/electronic delivery of its ConnectWise Software. The cost of any special packing materials and shipments requested by Reseller that do not conform to ConnectWise's standard commercial practices shall be borne by Reseller.
- D. If ConnectWise elects to deliver/ship ConnectWise Software other than via electronic delivery, ConnectWise shall be entitled to select the method of delivery/carrier of all ConnectWise Software supplied hereunder. If applicable, Reseller may obtain from ConnectWise its list of approved carriers. ConnectWise will select the appropriate method of shipment for Reseller's account and, if applicable, obtain all licenses required to export the ConnectWise Software from the United States. Regardless of whether ConnectWise delivers/ships the ConnectWise Software electronically or otherwise, Reseller will in all circumstances, if applicable: (i) obtain all licenses required to import the ConnectWise Software; (ii) clear the ConnectWise Software through local customs promptly upon their arrival in the Territory; and (iii) pay all customs duties, all taxes (excise, import or otherwise) and other charges assessed on such imports into the Territory. If ConnectWise delivers the ConnectWise Software directly to the Reseller (electronically or otherwise), then, in addition to Reseller's duties set forth in the preceding sentence and



elsewhere in this Section 6, Reseller shall be responsible for shipment to its End Users and, if applicable, obtaining all necessary licenses to re-export ConnectWise Softwares to such End Users.

- E. Delivery and risk of loss will pass to Reseller F.O.B. ConnectWise's US shipping location. F.O.B. applies only to delivery and risk of loss and shall not imply any passage of title to the ConnectWise Software delivered. Notwithstanding the foregoing, Reseller agrees to pay shipment and insurance charges, taxes and customs and import duties as specified in this Agreement.
- F. If applicable when needing to ship physical ConnectWise Software, Reseller shall be deemed to have accepted delivery of the ConnectWise Software upon tender to the carrier, unless within ten (10) days after such tender, Reseller notifies ConnectWise, in writing, of incomplete or damaged shipment. Such written notice shall include the specific quantities and SKU numbers for each copy of ConnectWise Software Reseller claims does not conform to the purchase order, is incomplete or is damaged. In the event of a non-conforming or incomplete order, ConnectWise shall as soon as commercially practicable tender any conforming or outstanding portion of the order. In the event of damaged shipment, ConnectWise shall issue a RMA to Reseller upon the submission of a substitute Reseller purchase order of greater or equal value to the RMA. All ConnectWise Software returned to ConnectWise shall be unopened in their original packaging (except to the extent damaged by shipment) unless otherwise mutually agreed by the parties. Reseller shall pay all return costs except as otherwise agreed by ConnectWise on a case by case basis. No returns shall be permitted if Reseller fails to contact ConnectWise within the ten (10) day period specified above. In the event of a properly authorized return, ConnectWise will issue to Reseller a credit in accordance with its policies and procedures.
- G. ConnectWise shall not under any circumstances accept for return ConnectWise Software obtained from ConnectWise for resale but used as demonstration or evaluation copies. ConnectWise will accept for return ConnectWise Software obtained from ConnectWise for other promotional purposes only up to sixty (60) days after shipment.

## **7. PRICING AND PAYMENTS**

- A. Subject to any unique terms specified in Exhibit A or as otherwise agreed, Reseller agrees to pay for the ConnectWise Software at the prices set forth on the price list published by ConnectWise from time to time, less any discount granted to Reseller by ConnectWise. Reseller's prices and discounts shall be as set forth in ConnectWise's then current local country distribution price list. All amounts are payable in United States Dollars. ConnectWise in its sole discretion shall have the right to revise prices and to publish new price lists for ConnectWise Software from time to time on thirty (30) days written notice to Reseller. Subject to compliance with the terms and conditions contained herein and Master License Agreement, Reseller is free to set its own prices for the licensing of the ConnectWise Software to End Users.
- B. Reseller shall be responsible for all applicable Country, Federal, State and local taxes, levies and assessments pertaining to the distribution and licensing of the ConnectWise Software (except taxes based upon ConnectWise's net income and accounts receivable such as the intangible tax), except to the extent Reseller provides ConnectWise with a tax exemption certificate and notifies ConnectWise of any changes to Reseller's tax-exempt status. Reseller shall include a copy of its tax-exempt certificate with its initial order and shall supply ConnectWise with a copy of any modified or updated certificate upon issuance of same by the taxing authority. Reseller agrees to provide ConnectWise with a current list of jurisdictions in which Reseller does not accept drop shipments/electronic delivery for its customers. ConnectWise agrees not to drop ship/e-deliver to such jurisdictions without giving Reseller prior written notice of such shipment.





- C. In the event an increase in the price of the ConnectWise Software becomes effective after ConnectWise accepts an order for the ConnectWise Software but prior to ConnectWise's shipment of the ConnectWise Software ordered, the price of the ConnectWise Software ordered shall be the price in effect at the time the order was accepted by ConnectWise, except for orders for ConnectWise Software which are scheduled to be shipped more than thirty (30) days after the effective date of the price increase, in which event the increased price shall be the applicable price. ConnectWise shall use commercially reasonable efforts to provide written notification to Reseller at least thirty (30) days in advance of the effective date of the price increase unless otherwise agreed upon in writing by both parties.
- D. Except as otherwise agreed in writing, ConnectWise will invoice Reseller upon shipment of ConnectWise Software ordered by Reseller. All payments are due within thirty (30) days from date of invoice. If Reseller fails to make timely payments, ConnectWise may charge interest at the rate of one-and-a-half percent (1.5%) per month or at the maximum rate permitted by law, whichever is less, on all overdue and unpaid invoices. In the event any payment is not made when due, ConnectWise may also, in addition to its other rights and remedies contained herein: (i) defer shipment of additional ConnectWise Software until all outstanding undisputed amounts including applicable late charges are paid; (ii) deem Reseller in default under Section 14 hereof; (iii) pursue all other available remedies at law or equity.

## **8. RECORDS**

- A. Reseller shall keep all records at a Reseller designated location. Upon five (5) days prior written notice and during normal business hours, ConnectWise shall have the right to conduct audits of these records to determine Reseller's compliance with this Agreement in such a manner as to not unreasonably interfere with Reseller's conduct of its business. Reseller agrees to provide ConnectWise's designated audit or inspection team access to the relevant Reseller's records, facilities and personnel.

## **9. TITLE, PROPRIETARY INFORMATION AND NON-DISCLOSURE**

- A. ConnectWise (or its licensors) retains ownership of all intellectual property rights (including but not limited to patents, copyrights, trademarks, trade names, trade secrets, and domain names) in and relating to ConnectWise Software, the Documentation, Maintenance Releases, New Versions and all customizations, enhancements, improvements, translations, derivative works or other modifications thereof or thereto. ConnectWise Software, the Documentation, Maintenance Releases, New Versions and all other proprietary information provided by ConnectWise to Reseller hereunder contain and constitute trade secrets, Confidential Information and data proprietary to and copyrighted by ConnectWise. Neither Reseller nor its agents or employees shall cause or permit such information or data to be disclosed to third parties or duplicated except as expressly permitted in this Agreement. Any customizations, enhancements, improvements, translations, derivative works or other modifications of ConnectWise SOFTWARE, the Documentation, Maintenance Releases, and/or New Versions made by Reseller shall belong to ConnectWise and ConnectWise shall have all right, title and intellectual property interest in and to such work. ConnectWise shall have no obligation to support any customizations, extensions, enhancements, improvements, translations, derivative works or other modifications made to ConnectWise Software by any third party unless otherwise agreed to by ConnectWise in writing. At the request of ConnectWise, Reseller agrees to assign any customizations, extensions, enhancements, improvements, translations, derivative works or other modifications made to ConnectWise Software to ConnectWise or its designee and to execute any document properly required to assign any such intellectual property legally to ConnectWise or its designee. Reseller acknowledges and agrees that nothing herein grants Reseller or End Users any ownership rights to ConnectWise Software, the Documentation, Maintenance Releases, New Versions or any trademarks, copyrights, trade secrets and patents relating thereto. All copies of ConnectWise Software, the Documentation, Maintenance Releases



or New Versions in any form provided by ConnectWise to Reseller are and shall remain the property of ConnectWise. Reseller shall not have any rights to ConnectWise SOFTWARE, the Documentation, Maintenance Releases or New Versions except as set forth herein. Reseller shall have no rights to and shall not duplicate, translate, decompile, reverse engineer, or adapt the ConnectWise Software nor shall Reseller attempt to develop any other software or products that possess the "look and feel" of ConnectWise Software.

- B. Reseller acknowledges and agrees that nothing herein grants Reseller or End User any ownership rights to the ConnectWise Software, or any trademarks, copyrights, trade secrets and patents relating thereto and Reseller shall take all steps to notify any End User of such fact. All copies of the ConnectWise Software in any form provided by ConnectWise to Reseller are and shall remain the property of ConnectWise. Neither Reseller nor any of its End Users shall have any rights to the ConnectWise Software except as set forth herein, and, as applicable, the Master License Agreement. Reseller shall not, and shall not instruct or grant rights to any End User to, reverse engineer, disassemble, decompile or make any unauthorized copies of the ConnectWise Software or any portion thereof. Reseller hereby irrevocably and unconditionally waives all rights granted by any applicable law that may vest in Reseller in connection with any modifications, translations or other work made to or derived from the ConnectWise Softwares, wherever in the world enforceable, including without limitation the right to be identified as the author of any such works and the right not to have such works altered.
- C. Reseller acknowledges and agrees that the unauthorized disclosure, use or copying of ConnectWise Software, the Documentation, Maintenance Releases, New Versions and all customizations, enhancements, improvements, translations, derivative works or other modifications thereof or thereto, ConnectWise Marks (as defined below) or other Confidential Information may cause ConnectWise serious financial loss, the amount of which is difficult to ascertain or quantify. Accordingly, in the event of any unauthorized disclosure, use or copying of the ConnectWise Marks or such Confidential Information, Reseller agrees that ConnectWise shall have the right to obtain injunctive or other equitable relief without the posting of any bond.
- D. The ConnectWise Software contains Confidential Information of ConnectWise. In the performance of this Agreement or in contemplation thereof, Reseller shall only use such Confidential Information disclosed hereunder in connection with its performance of this Agreement. Reseller agrees to take the necessary precautions to maintain the confidentiality of Confidential Information pertaining to or disclosed in connection with this Agreement by using at least the same degree of care as Reseller employs with respect to its own Confidential Information of a like-kind or nature, but in no case less than a commercially standard of care to maintain confidentiality and shall only make such information available to its employees on a need to know basis. Confidential Information shall not include information which Reseller can demonstrate: (i) was previously known by Reseller without an obligation of confidentiality, (ii) was independently developed by Reseller without breach of this Agreement, (iii) is rightfully obtained by Reseller from a third party without obligation of confidentiality, or (iv) is purposefully disclosed to the public by ConnectWise.
- E. Upon the expiration or termination of this Agreement or Master License Agreement, for any reason, Reseller agrees to promptly return to ConnectWise, or cause any End User to return to ConnectWise, all materials, writings, equipment, programs, models, mechanisms, and the like obtained from or through ConnectWise including, but not limited to, all ConnectWise Software and other Confidential Information, all of which RESELLER recognizes is the sole and exclusive property of ConnectWise.
- F. Reseller agrees that it will not, without first obtaining the prior written permission of ConnectWise, unless otherwise expressly permitted by this Agreement, directly or indirectly utilize the ConnectWise Software or other ConnectWise Confidential Information in its own business or disclose ConnectWise Confidential



Information to any third party. Reseller shall not, at any time, dispute or contest, directly or indirectly, ConnectWise's exclusive right and title to the ConnectWise Software, ConnectWise's Confidential Information or the validity thereof.

#### **10. USE OF CONNECTWISE TRADEMARKS**

- A. All trademarks, service marks, trade names, logos or other words or symbols identifying ConnectWise Software or ConnectWise's business (the "ConnectWise Marks") are and will remain the exclusive property of ConnectWise. Reseller acknowledges and agrees that ConnectWise is the owner and/or licensee of ConnectWise Marks and that all goodwill arising of Reseller's use of ConnectWise Marks pursuant to this Agreement shall inure to ConnectWise.
- B. Reseller may use ConnectWise Marks which relate to the ConnectWise Software on the ConnectWise Software and supporting Documentation and on promotional materials therefore when received by Reseller from ConnectWise, solely in connection with Reseller's activities under this Agreement and subject to ConnectWise Trademark Use Guidelines set forth by ConnectWise. ConnectWise reserves the right to require Reseller to discontinue use of any advertising or marketing materials that ConnectWise reasonably believes will have a detrimental effect on ConnectWise's business.
- C. ConnectWise reserves the right to require Reseller to submit to ConnectWise for its prior approval any and all advertising and sales literature of Reseller, which refer to ConnectWise or include any of the ConnectWise Marks. Reseller shall make all modifications to the materials deemed necessary by ConnectWise to protect the goodwill of ConnectWise Marks. Reseller shall not acquire any right to or interest in any ConnectWise Marks. Reseller shall not at any time or in any way indicate ownership of or any right in ConnectWise Marks and shall not contest the right of ConnectWise and its affiliates to the use of any of ConnectWise Marks. Reseller shall not: (i) register, or apply for registration, anywhere in the world, directly or indirectly, any trademark, service mark, trade name, copyright, company name or other proprietary or commercial right which is identical or confusingly similar to the ConnectWise Marks or which are translations thereof in any other language(s); (ii) use or permit any subsidiary, affiliate, or End User of Reseller to use the ConnectWise Marks as part of its trade name or company name; or (iii) take any other action that jeopardizes ConnectWise's proprietary rights in the ConnectWise Marks. Upon ConnectWise's request, Reseller will execute such instruments and take such actions that may be appropriate to protect ConnectWise's interest in the ConnectWise Marks. Reseller shall not (nor shall it permit any End User to) knowingly make any false or misleading representations concerning ConnectWise or the ConnectWise Software. Reseller will not take any action that jeopardizes ConnectWise's proprietary rights or acquire any rights in the ConnectWise Marks.
- D. Reseller shall not attach, remove or disfigure any ConnectWise Marks in the ConnectWise Software and shall not attach any additional marks to the ConnectWise Software except as otherwise agreed by ConnectWise. Reseller shall not attach the ConnectWise Marks to any other products other than the ConnectWise Software and supporting Documentation. Reseller agrees not to alter or remove or obscure any copyright or other proprietary notices on or in the ConnectWise Software or related documentation or materials. ConnectWise may from time to time use other or additional marks with respect to any ConnectWise Software. The provisions of this Agreement governing Reseller's use of the ConnectWise Marks shall also apply to such other additional marks.
- E. Reseller's right to use ConnectWise Marks shall immediately cease upon termination or expiration of this Agreement, except as may be agreed upon by the parties regarding Reseller's disposal of inventory of ConnectWise Software at the time of termination or expiration. Reseller shall at all times conduct business only under its own name and may not use the ConnectWise Marks as part of its business name.



## 11. LIMITED WARRANTY

- A. Both parties warrant that they have the right to enter into this Agreement.
- B. ConnectWise warrants to Reseller that: (a) it has the authority to provide the rights and licenses mentioned herein; and (b) for a period of thirty (30) days following the date on the order: (i) when ConnectWise Software is used in an Operating Environment stated in the Documentation as supported by ConnectWise and there is no industry wide protocol change that affects an End User's ability to install or use ConnectWise Software, ConnectWise Software will materially conform to the specifications in the Documentation for such ConnectWise Software; and (ii) ConnectWise services and Maintenance shall be performed in accordance with industry standards using reasonable care and skill, and provided in accordance with ConnectWise's then-prevailing policies.

**Exclusive Remedy** - If it is established that ConnectWise has breached either of the warranties in subsection (b) above, ConnectWise's only obligation and Reseller's exclusive remedy shall be for ConnectWise to, at its option, (1) use reasonable efforts to cure the defect in the ConnectWise SOFTWARE or re-perform the nonconforming ConnectWise services; (2) replace the ConnectWise SOFTWARE with ConnectWise SOFTWARE that materially conforms to the specifications in the Documentation; or (3) terminate the ConnectWise SOFTWARE license with End User. This warranty and the remedies offered are applicable only if: (i) the reported error or defect is reasonably reproducible by ConnectWise; (ii) Reseller reports the alleged breach with reasonable specificity in writing within thirty (30) days from its occurrence; (iii) Reseller provides ConnectWise with reasonable assistance in the diagnosis and remedy of the applicable breach; (iv) the ConnectWise SOFTWARE or ConnectWise services are within the warranty period set forth in the applicable order; (v) Reseller or End User, as applicable, has installed and are using all updates, patches and fixes released by ConnectWise for the affected ConnectWise SOFTWARE; (vi) Reseller or End User has complied in all material respects with the terms and conditions of this Agreement and the Master License Agreement and have materially conformed to the Documentation for the affected ConnectWise SOFTWARE, Maintenance and ConnectWise services; and (vii) the error or defect is due solely to an error or omission on the part of ConnectWise, its agents or employees. Reseller understands and agrees that third-party hardware equipment and software supplied by ConnectWise may be provided to Reseller under warranty or pursuant to other terms and conditions offered by the manufacturer or licensor of such hardware or software.

ConnectWise does not represent that the ConnectWise Software will satisfy all of Reseller's or End User's requirements. The warranties in this Section will not apply if any ConnectWise Software (i) is modified or altered by any party other than ConnectWise where such modification or alteration or use was not specifically intended by ConnectWise, (ii) is combined or used with any products not supplied by ConnectWise, (iii) is used with equipment not listed in the applicable order, or (iv) is not the then current version.

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- C. Reseller shall not: (i) make any representation or warranty whatsoever on behalf of ConnectWise concerning the quality, performance or other characteristics of the ConnectWise SOFTWARE other than those which are consistent with, and do not expand the scope of, the warranties made by ConnectWise; (ii) incur any liability on behalf of ConnectWise or purport to make any commitment binding upon ConnectWise; and (iii) make any commitment to modify any of the ConnectWise Software. Reseller acknowledges and agrees that Reseller will make no additional representations or warranties. RESELLER SHALL, IN ANY AGREEMENTS IT MAY HAVE WITH AN END USER, EXPRESSLY AND CONSPICUOUSLY



DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF SATISFACTORY QUALITY, SHALL EXCLUDE LIABILITY FOR CONSEQUENTIAL DAMAGES AND LOSS OF PROFITS AND INFORMATION AND SHALL ABSOLVE CONNECTWISE FROM LIABILITY FOR FEES OF ANY NATURE PAID BY END USERS TO RESELLER. CONNECTWISE SHALL NOT BE BOUND BY OR LIABLE FOR ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO OTHER PRODUCTS MADE OR DISTRIBUTED BY RESELLER OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES.

- D. Reseller shall be liable for any representations or warranties made by it without the approval of ConnectWise in its advertising, brochures, manuals, or by its agents, employees, or representatives, whether in writing or orally with respect to ConnectWise Software. IN NO EVENT SHALL CONNECTWISE BE LIABLE FOR DAMAGES, DIRECT OR INDIRECT, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUFFERED BY AN END USER OR OTHER THIRD PARTY ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL GROUND OF ACTION. RESELLER AGREES THAT IN NO EVENT SHALL CONNECTWISE BE LIABLE FOR ANY DAMAGES CAUSED BY RESELLER'S FAILURE TO PERFORM ITS RESPONSIBILITIES UNDER THIS AGREEMENT AND ASSOCIATED DOCUMENTS, INCLUDING AGREEMENTS ENTERED INTO BETWEEN RESELLER AND ITS END USERS.

## **12. PROTECTIONS FROM INFRINGEMENT CLAIMS; RESELLER INDEMNIFICATION**

- A. Should any ConnectWise Software delivered hereunder become the subject of a third-party infringement claim against CONNECTWISE, or in CONNECTWISE's opinion, be likely to become the subject of such a claim, CONNECTWISE may, at its option, eliminate such infringement by: (i) procuring for Reseller the right to continue using such ConnectWise Software; (ii) replacing or modifying such ConnectWise Software so that it become non-infringing or, if such options are not reasonably available; (iii) accepting the return of such ConnectWise Software. The foregoing states the entire liability and duty of CONNECTWISE with respect to infringement or alleged infringement of intellectual property rights by the ConnectWise Software or any part thereof.
- B. Notwithstanding the foregoing, ConnectWise shall have no liability or obligation to Reseller hereunder with respect to any claim for infringement based upon: (i) use of the ConnectWise Software in combination with devices or products to the extent that the ConnectWise SOFTWARE would not be infringing in the absence of such combination; (ii) use of the ConnectWise Software in an application or environment for which such ConnectWise Software were not designed; (iii) modifications or alterations of the ConnectWise Software; (iv) failure to promptly install any Maintenance Release; or (v) any claims of infringement of a patent or copyright in which Reseller or any affiliate of Reseller has an interest or license.
- C. Reseller agrees to notify CONNECTWISE promptly in the event Reseller becomes aware of any third-party infringements of the ConnectWise Software. CONNECTWISE shall have the right, in its sole discretion, to prosecute lawsuits against third persons for infringement of ConnectWise's rights in the ConnectWise Software. Reseller agrees to fully cooperate with ConnectWise and its representatives in the prosecution of any such suit.
- D. Reseller shall defend, indemnify and hold ConnectWise harmless from and against any and all causes of action, claims, judgments, awards, costs, expenses (including reasonable attorneys' fees), damages, losses and liabilities of whatsoever kind and nature that may be asserted, granted or imposed against ConnectWise directly or indirectly arising from or in connection with: (i) any claims that any software or other product(s) supplied by Reseller (other than any unmodified ConnectWise SOFTWARE provided by ConnectWise) infringes any third party intellectual property rights; (ii) any misrepresentation made by Reseller regarding ConnectWise or the ConnectWise Software; (iii) any modification, alteration or amendment of the prescribed terms of any Master License Agreement that ConnectWise did not



specifically approve, (iv) any warranty, condition, representation, indemnity or guarantee made by Reseller with respect to the ConnectWise Software in addition to or in lieu of the limited warranties specified in this Agreement, (v) any omission or inaccuracy in Reseller's advertisements or marketing or promotional materials that relate to ConnectWise or the ConnectWise Software, (vi) any alteration, customization or other modification of ConnectWise Software made by Reseller, or any of Reseller's employees or agents; (vii) any claim by any third party that the ConnectWise Software was used in an unpermitted combination with non-ConnectWise software or other products; (viii) any breach by Reseller of any representation or warranty contained herein; (ix) Reseller's failure to comply with the any term, covenant or condition of this Agreement to be paid, performed or observed by Reseller; (x) Reseller's action or inaction, which, through no fault of ConnectWise, exposes ConnectWise, directly or indirectly, to a third-party claim. This Section will not be construed to limit or exclude any other claims or remedies which ConnectWise may assert under this Agreement or by law.

### **13. LIMITATION OF LIABILITY**

**THE REMEDIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES OF RESELLER. IN NO EVENT SHALL CONNECTWISE BE LIABLE TO RESELLER OR ANY OTHER PARTY, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR UNFORSEEABLE LOSS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR DATA), HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED. CONNECTWISE'S MAXIMUM LIABILITY FOR BREACH OF CONTRACT, FOR NEGLIGENCE OR ANY OTHER CLAIMS OR CAUSES OF ACTION, HOWEVER ARISING, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE CONNECTWISE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY ALLEGED BREACH OF WARRANTY BY CONNECTWISE, SHALL IN NO EVENT EXCEED THE LESSER OF: (1) TWENTY-FIVE PERCENT (25%) OF THE AMOUNT PAID BY RESELLER TO CONNECTWISE IN THE PRECEDING TWELVE (12) MONTHS PRIOR TO THE DATE OF THE OCCURANCE LEADING TO THE CAUSE OF ACTION; OR (2) RESELLER'S ACTUAL DAMAGES.**

### **14. DEFAULT AND TERMINATION**

- A. ConnectWise may terminate this Agreement immediately upon written notice and without judicial or administrative notice or resolution if: (i) Reseller fails to pay any sum due and owing ConnectWise within thirty (30) days of the date of invoice, Reseller admits in writing its inability to pay its debts as they mature, ceases to conduct business in the normal course, becomes or is declared insolvent or bankrupt, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business or assets, commences any suspension of payments, liquidation proceeding, reorganization or bankruptcy or is the subject of any judicial or administrative proceeding relating to its insolvency, liquidation, reorganization, bankruptcy or protection of creditor's rights, which is not dismissed within thirty (30) days of such filing; or (ii) a merger, sale of substantially all of the assets or change of control of Reseller occurs. A "change of control" shall be deemed to occur when an entity acquires fifty percent (50%) or more of the voting shares or equity interest of Reseller or in the event of a change of management of Reseller that, in the opinion of ConnectWise, substantially impairs ConnectWise's rights under this Agreement.
- B. Except as otherwise provided in Section 15 below, Either party may terminate this Agreement upon written notice and without judicial or administrative notice or resolution if the other party (except as otherwise provided in Section 14(A) above) fails to perform any of its obligations under this Agreement and such failure is not remedied within thirty (30) days after receipt of written notice from the non-breaching party (or such additional time as is commercially reasonable to remedy such failure provided the breaching party is diligently pursuing such remedy).





- C. Notwithstanding anything contained herein to the contrary, ConnectWise may terminate this Agreement at any time, with or without cause, and for any reason whatsoever, without liability, upon sixty (60) days prior written notice to Reseller.
- D. Termination or expiration of this Agreement shall not: (i) release Reseller from the obligation to pay any sums to ConnectWise whether then or thereafter due; or (ii) discharge Reseller from any liability which has been incurred by ConnectWise prior to the effective date of such termination or expiration; (iii) affect the validity of any license granted to End Users that are not in default; or (iv) extinguish any of Reseller's obligations under this Agreement that by their terms continue after the date of termination or expiration. Immediately upon termination or expiration, Reseller shall pay ConnectWise all sums that are outstanding under this Agreement, the due dates of which shall be automatically accelerated to the date of termination.
- E. Immediately upon the expiration or termination of this Agreement, all rights and licenses to use and resell rights to use the ConnectWise Software granted by ConnectWise to Reseller will immediately cease and Reseller shall cooperate with ConnectWise to terminate relations in an orderly manner in accordance with the following provisions. Upon the termination of this Agreement, Reseller shall immediately cease to represent itself as an authorized reseller of ConnectWise Software and shall otherwise discontinue all conduct and activities that might lead the public to believe that Reseller is authorized by ConnectWise to resell ConnectWise Software. Upon expiration or termination of this Agreement for any reason, Reseller shall immediately return to ConnectWise, at Reseller's expense, all copies of the ConnectWise Software not yet distributed, all demonstration copies of ConnectWise Software, all Documentation and all ConnectWise Software brochures, marketing collateral and materials and any other Confidential Information of ConnectWise. Reseller shall take such other reasonable action as may be necessary to remove its identification as a reseller or representative of the ConnectWise Software.
- F. In the event of any termination of this Agreement all End User information and relationships will be transitioned over to ConnectWise for ConnectWise to protect its name, brand and customer base.
- G. ConnectWise shall be under no obligation to refund any amounts paid to ConnectWise by Reseller for any undistributed copies of the ConnectWise SOFTWARE held by Reseller upon any expiration or termination of this Agreement, including, without limitation, any copies of ConnectWise Software returned by Reseller to ConnectWise pursuant to Section 14.E above.
- H. Nothing contained herein shall be construed so as to limit the right of ConnectWise to pursue any other remedies available to ConnectWise at law or in equity and/or from recovering such other remedies as it may have and/or from recovering such other or additional damages as it may be entitled to recover. In addition, because an award of money damages would be inadequate for any breach of this Agreement by Reseller, and any such breach would cause ConnectWise irreparable harm, Reseller also agrees that, in the event of any breach or threatened breach of this Agreement, ConnectWise will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The powers, rights and remedies of CONNECTWISE with respect to any breach or default by Reseller are and shall be cumulative.
- I. In addition to this Section 14, any other applicable provisions of this Agreement that, by their terms, need to continue after the date of termination or expiration to protect the proprietary and other rights of ConnectWise hereunder, shall survive termination of this Agreement.

## 15. **COMPLIANCE WITH LAWS**

- A. FCPA Covenant



Reseller acknowledges and agrees that it and its owners, directors, officers, employees or agents have not, and will not, make, attempt to make, or promise to make payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, for the purpose of obtaining or retaining business or securing any improper advantage, or to any other person or entity if such payment would violate applicable laws or treaties of the country in which made or the laws of the United States of America. Reseller agrees that any violation of this section constitutes just cause for the immediate termination by ConnectWise of this Agreement. Reseller shall indemnify and hold ConnectWise and its members, managers, officers, directors, employees and agents harmless from any claims, losses and liabilities resulting from any breach of any of its obligations under this section. The obligations under this section shall survive the termination or expiration of this Agreement.

Reseller agrees to ensure that the sales process that it uses complies with applicable procurement regulations (if the end user is a government entity) and that it will keep accurate books and records in connection with the activities under this Agreement. Upon written notice, ConnectWise may audit Reseller's use and distribution of the programs and Reseller's activities under this Agreement. Any such audit shall not unreasonably interfere with Reseller's normal business operations. Reseller agrees to cooperate with ConnectWise's audit and provide reasonable assistance and access to information, including but not limited to relevant books, records, agreements, servers, technical personnel, and reporting systems.

No owner, partner, officer, director or employee of Reseller or any affiliate of Reseller is an official of any United States or foreign government. No owner, partner, officer, director or employee of Reseller or any affiliate of Reseller is a relative of a governmental official within the Territory. In the event that any owner, partner, officer, director or employee of Reseller or any affiliate of Reseller becomes a governmental official or a candidate for governmental office, Reseller shall immediately notify ConnectWise, and ConnectWise shall have the right to terminate this Agreement due to such change in status.

Reseller shall exercise due diligence in selecting its employees, agents, officers and directors and Reseller will provide appropriate training for them and that it will monitor their activities to ensure compliance with this Agreement.

If ConnectWise has reason to believe that a breach of any of the representations and warranties set forth in this Section above has occurred or may occur, ConnectWise may withhold further delivery of ConnectWise Software and related services until such time as it has received confirmation to its satisfaction that no breach has occurred or will not occur. ConnectWise shall not be liable to Reseller for any claim, losses or damages whatsoever related to its decision to withhold delivery under this provision.

In the event that ConnectWise concludes in its sole and absolute opinion that Reseller has failed to meet its obligations under this Section, ConnectWise may immediately terminate this Agreement by written notice to Reseller. Reseller shall indemnify ConnectWise and hold ConnectWise harmless from and against any claim, losses, damages or expenses (including reasonable attorney's fees) whatsoever related to its breach or cancellation (or both) of the Agreement under this provision.

In no event shall ConnectWise be obligated under this Agreement to take or omit to take any action that ConnectWise believes in good faith would cause it to be in violation of any laws of the Territory or any US laws, including without limitation, the Foreign Corrupt Practices Act.



- B. Reseller will, at its expense, obtain and maintain the governmental authorizations, registrations and filings that may be required under the laws of the Territory to execute or perform its obligations under this Agreement. Reseller will consult ConnectWise and obtain ConnectWise's prior written approval before registering this Agreement with any government authorities. Reseller will otherwise comply with all laws, regulations and other legal requirements that apply to this Agreement, including, without limitation the Foreign Corrupt Practices Act.
- C. The execution and continued performance of this Agreement by ConnectWise is conditional on any required governmental approval required for: (i) the performance of this Agreement; and (ii) the payment by Reseller of any sums due to ConnectWise in US Dollars being obtained and maintained by Reseller if any such approval is required by law in the Territory.
- D. Reseller will at all times refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices with respect to ConnectWise Software or otherwise. Reseller shall comply in any and all respects with all applicable laws, ordinances, rules and regulations, and Reseller shall obtain any and all permits, licenses, authorizations, and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in connection with its activities hereunder. Reseller shall adhere to ConnectWise rules and policies and disseminate current information and materials as announced or provided from time to time by ConnectWise to Reseller.

**16. GENERAL**

- A. This Agreement is to be construed and governed by the laws of the State of Florida (without giving effect to principles of conflicts of laws). ConnectWise and Reseller irrevocably agree that any legal action or proceeding arising out of or in connection with this Agreement shall be brought in any state court located in Hillsborough County, Florida or in the United States District Court, Middle District of Florida, Tampa Division (or in any court in which appeal from such courts may be taken), and each party agrees not to assert, by way of motion, as a defense, or otherwise, in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of any such court, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and hereby agrees not to challenge such jurisdiction or venue by reason of any offsets or counterclaims in any such action, suit or proceeding. Notwithstanding anything in the foregoing to the contrary, nothing in this Section will prevent ConnectWise from seeking injunctive relief against Reseller or filing legal actions for payment of outstanding amounts in the courts of the Territory. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- B. All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.
- C. The parties shall be deemed for all purposes to be independent contractors. This Agreement shall not constitute either party the employee, legal representative or agent of the other, nor shall either party have the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party, except to the limited extent expressly provided for herein.
- D. Reseller shall not issue any press release or make any reference to the transactions contemplated hereby to any third party except with the prior written consent of ConnectWise.



- E. Any headings contained herein are for convenience only and shall not affect the construction hereof.
- F. This Agreement may be signed in any number of counterparts and each part shall be considered part of the whole and valid, legally binding document.
- G. The rights granted to Reseller shall not apply to any affiliate or subsidiary of Reseller, except with the prior written consent of ConnectWise and the prior written agreement of that affiliate or subsidiary to be bound by the terms of this Agreement. Reseller may not assign this Agreement, delegate any duty or assign, transfer or encumber any right hereunder without the prior written consent of ConnectWise, which consent may be withheld for any reason. No assignment by Reseller shall relieve Reseller of its obligations hereunder. ConnectWise may freely assign this Agreement.
- H. Neither party shall be deemed to be in default of any provision hereof or to be liable for any delay, failure in performance or interruption of service (other than a failure to pay amounts due the other party hereunder) resulting directly or indirectly from act of war, act of God, act of civil or military authority, civil disturbance or any other cause beyond its reasonable control; provided, however, nothing in the foregoing sentence or elsewhere in this Agreement shall excuse the timely payment of money due and payable by Reseller to ConnectWise hereunder.
- I. Amendments or modifications to this Agreement shall not be effective unless they are in writing and signed by authorized representatives of ConnectWise and Reseller.
- J. In the event that any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement shall be deemed to have never been included therein and the balance of this Agreement shall continue in effect in accordance with its terms shall be valid and enforceable to the fullest extent permitted by the law.
- K. No waiver by either party of any default shall operate as a waiver of any other default or of a similar default on a future occasion. No waiver of any term or condition shall be effective unless in writing and signed by the party against whom enforcement of the waiver is sought. No waiver or neglect to enforce a provision of this Agreement in one instance shall be construed as a waiver of the enforcing Party's rights to enforce such provision on any subsequent occasion.
- L. The parties expressly represent and agree that this Agreement has been entered into as a mutual voluntary and desirable business transaction by knowledgeable, and experienced business entities and their respective authorized officers with the advice of their respective knowledgeable counsel and other advisors; on an arm's length, good faith basis. Accordingly, the entire relationship between and among the parties hereto shall be governed solely and exclusively by the terms and conditions of this Agreement. EACH PARTY EXPRESSLY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS THE TERMS HEREIN AND AGREES TO THE ENFORCEMENT OF SUCH TERMS.
- M. The official text of this Agreement shall be the English language, and any interpretation or construction of this Agreement shall be based thereon. In the event that this Agreement or any documents or notices related to it is translated to another language, and in the event of a discrepancy, the English language version shall be controlling.
- N. No payment by Reseller or receipt by ConnectWise of a lesser amount than the sums of money due ConnectWise hereunder and herein stipulated shall be deemed to be other than on account of the earliest stipulated amount of such items, nor shall any endorsement or statement on any check or



any letter accompanying any check or payment as one of such items be deemed an accord and satisfaction, and ConnectWise may accept such check or payment without prejudice to ConnectWise's right to recover the balance of such item or pursue any other remedy provided for in this Agreement or available at law or in equity.

**17. ENTIRE AGREEMENT**

This Agreement (including any attached Exhibits) is the complete and exclusive statement of the understanding between the parties and supersedes all prior agreements and representations between them relating to the subject matter of this Agreement.



**Exhibit A**

**CONNECTWISE SOFTWARE AUTHORIZATIONS**

- 1) Reseller is authorized by ConnectWise to resell the generally available ConnectWise Software and Assurance listed in the then current channel price book.





**EXHIBIT B**

*TRAINING, BUSINESS AND PROGRAM REQUIREMENTS*

Reseller acknowledges that proper usage, sales and marketing of each distinct ConnectWise Software is largely dependent on appropriate training of Reseller's sales and technical staff. In order to be authorized to sell ConnectWise Software, Reseller agrees to implement the following minimum program requirements to ensure sufficient sales, technical, marketing knowledge of ConnectWise by its staff:

<b>REVENUE REQUIREMENTS</b>	
<b>NEW LICENSE TOTAL CONTRACT VALUE YEARLY MINIMUM</b>	<b>\$100,000</b>
<b>NEW LICENSE TRANSACTION YEARLY MINIMUM</b>	<b>4</b>
<b>TRAINING REQUIREMENTS</b>	
<b>CONNECTWISE CERTIFIED ASSOCIATE</b>	<b>1</b>
<b>CONNECTWISE CERTIFIED EXPERT</b>	<b>1</b>
<b>SALES DEMO ACCREDITATION</b>	<b>1</b>



**EXHIBIT C**

*Territory*

The United States of America