

IT Nation® PitchIT™ Contest Official Rules

THE CONTEST IS VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES.

1. **Contest Overview:** The IT Nation 2022 PitchIT™ Contest (“Contest”) is designed to recognize startups that have built their technology stack on the ConnectWise platforms or integrated their technology stack with the ConnectWise platform or participate in the ConnectWise Invent program and meet the eligibility requirements. Sponsor will select three (3) finalists (“Finalists”) from among all eligible entries to compete and present their pitch at PitchIT™ 2022. The three (3) finalists (“Finalists”) will compete for the Grand Prize at the IT Nation™ PitchIT™ Contest. The Finalists will present their business pitch live to a panel of judges and the IT Nation Community ****TBD Pending COVID related decisions**** at IT Nation Connect during the 2022 PitchIT™ Contest. Sponsor reserves the right to reduce the overall prize payouts at each selected level or terminate the Contest without awarding a prize if it does not receive a sufficient number of qualified and eligible entries. If the Contest is terminated, Sponsor will post a notice on www.connectwise.com/theitnation.
2. **Entry Period:** The Contest entry period begins on December 1, 2021 at 8:00:00 a.m. and ends on April 30, 2022 at 11:59:59 p.m. (“Entry Period”). Entries submitted after the Entry Period may be accepted by ConnectWise in their sole and absolute discretion. Sponsor’s computer will be the official clock of the Contest. All times in these Official Rules are eastern time.
3. **Sponsor:** The Contest is sponsored by ConnectWise, LLC (“Sponsor” or “ConnectWise”). In these Official Rules, the terms “we,” “us,” or “our” refer to ConnectWise, LLC, and the terms “you” and “Entity” refer to you, the entrant, both as an individual and as part of the Entity.
4. **Administrator:** The Contest is administered by ConnectWise, LLC, 400 N Tampa Street, Suite 130, Tampa, FL 33602.
5. **Eligibility:** The Contest is open only to Entities who: (a) are independent and separate legal entities (C corporation or LLC) domiciled in the United States; (b) are in compliance with all applicable laws, acts, regulations, rules, and ordinances in the state in which they are incorporated; (c) have not received more than \$10,000,000 USD in aggregate cash funding since formation of the Entity; (d) have at least \$25,000 USD gross revenue on an annual run rate basis (calculated using the Entity’s gross revenue in its most recent quarter, multiplied by four (4)) at its sole discretion ConnectWise may choose to waive the domicile and revenue requirement; (e) have built the Entity’s technology stack on the ConnectWise platforms or integrated their technology stack with the ConnectWise platforms; (f) are not under bankruptcy protection or have judicial liens or attachments; (g) do not promote, sell, or advertise any products, ideas, or services that fail to comply with all applicable laws, acts, regulations, rules and ordinances; and (h) are not under current investigation, or are not currently a party to or have been convicted in a civil or criminal matter. The person entering on behalf of the Entity must be a person with authority to bind the Entity to these Official Rules. Sponsor reserves the right to disqualify an entrant that Sponsor determines could potentially reflect negatively on Sponsor’s image. VOID WHERE PROHIBITED BY LAW. An Entity is not eligible to participate if any one of the company’s officers, C-suite executives, directors, employees, consultants or contractors at any point since July 1, 2017: (a) is or was employed by (or worked as a consultant for) ConnectWise, their respective affiliates or any of their direct or indirect wholly or majority owned subsidiaries; (b) is

the immediate family (spouse, parents, siblings, and children) or household member of any of the employees, consultants or contractors in (a) above; (c) provided service as an officer, C-suite executive, director, employee, consultant or contractor of an entity in which Sponsor, , or their subsidiaries or affiliates have invested or holds an ownership interest; or (d) the Entity or any of its officers, C-suite executives or directors were selected as a finalist or a winner of any sweepstakes or contest sponsored or organized by ConnectWise, and affiliates or any of their direct or indirect wholly or majority owned subsidiaries that offered a prize to any winner with a cash value of \$15,000 USD or more.

6. **Entry:** You must submit your Entity's entry during the Entry Period. An Entity may only submit one (1) entry. Incomplete entries may be disqualified. Your entry must consist of the following:
 - A complete entry form application
 - A signed commitment to participate in the PitchIT Accelerator Program as designed by ConnectWise. All materials related to the entry must be in English. By submitting an Entry, you represent and warrant that: (i) You have read and agree to these Official Rules; (ii) You have fully complied with these Official Rules; and (iii) the Entity's technology stack is built on or integrated with the ConnectWise platform. We reserve the right to disqualify any entry that is offensive, as determined by us, in our sole discretion. Please ensure your entry is appropriate for all viewing audiences. We reserve the right to assess your eligibility and compliance with these Official Rules at any point during the Contest. If we require any assistance in order to assess your compliance, you must promptly provide that assistance. If you do not provide the requested assistance in a timely manner, or if we have reason to believe that you are not complying with the Official Rules, you may be disqualified, in our sole discretion.
7. **Judging Criteria and Process:** Round 1: Following completion of the PitchIT Accelerator Program, Sponsor or its designee will review all entrants and select three (3) eligible entrants with the highest scores to move on to the application and eligibility review process ("Review Process"), according to the following Judging Criteria ("Judging Criteria"), each of which will be scored on a scale between 1 to 5 points: (a) the ability of the current team to execute; (b) innovation in the existing marketplace; (c) understanding of market size and ability to capture market share; (d) company culture and team dynamic; and (e) use of the ConnectWise platforms. The eligible entrants will be notified on or about September 2, 2022 that they have been selected for the Review Process. Each entrant will be required to sign and deliver an agreement no later than May 13, 2022 attesting to the Entity's compliance with all of the Official Rules. The failure to submit an affidavit by an executive with the authority to bind the Entity in a timely manner will result in disqualification. Entrants agree to speak with ConnectWise representatives during the Review Process to determine eligibility and compliance with the Official Rules. For purposes of clarity, participating in the Review Process does not make you a Finalist. You are not a Finalist until you receive an official email confirmation from ConnectWise that you have made it and will be attending IT Nation PitchIT™ as a Finalist. The Finalists will be notified of their confirmation on or about September 2, 2022. The executive of each Finalist who will be presenting the Entity's live business pitch as part of Round 2 agrees to participate in one (1) practice and mentorship session prior to IT Nation PitchIT™ for the purpose of polishing their business pitch. Round 2: One or two executives representing each Finalist and who have the authority to bind the Entity agree to present their live business pitch at IT Nation PitchIT™ in front of a panel of judges. Each Finalist will be required to give a 5-minute presentation and answer questions raised by the judges. The Finalists will be competing for an investment opportunity of up to \$70,000 USD from

ConnectWise, LLC. The executive(s) of each Finalist who will be presenting the Entity's live business pitch at IT Nation PitchIT™ agree to (i) participate in the 16-week PitchIT Accelerator Program beginning in May 2022 prior to IT Nation PitchIT™ for purposes of improving their business pitch and materials, (ii) provide Sponsor with their final business pitch presentations and technical requirements no later than two weeks prior to the finals event, (iii) participate in a dry-run prior to IT Nation PitchIT™ 2022 and (iv) participate in press interviews set up by ConnectWise. Failure to adhere to any of the aforementioned activities or provide the required materials may result in a disqualification and forfeiture of any prize. If we become aware of a potential conflict of interest on the part of a judge due to his or her relationship to a contestant or otherwise, we will determine an appropriate course of action in our sole judgment. Entries may be subject to a due diligence review by Sponsor or ConnectWise at any time for eligibility and compliance with these Official Rules. Contestants must provide any such additional information as may be required in order to remain eligible. Determination of eligibility and compliance is at our sole discretion and may result in the disqualification of an entrant. ConnectWise's decisions and those of the judges are final and binding. In the event of a tie, in any round, the judges will re-evaluate the tied entries according to the Judging Criteria until the tie is broken.

8. PRIZES:

- a. Finalist Package: The two (2) qualifying Finalists with the highest scores will receive two (2) passes to IT Nation PitchIT™ 2022. If a live event is held, all Finalists are responsible for their own airfare travel, hotel accommodations, meals, lodging, ground transportation and any other travel and expenses. Grand Prize: During Round 2, the judges will use the Judging Criteria to select in their sole and absolute discretion one (1) Grand Prize winner.
- b. Two prizes will be awarded: 1st place will receive a \$70,000 prize and 2nd place will receive a \$30,000 prize; (ii) authorization to use the Designations (as defined below) during the Term set forth below; and (iii) a ConnectWise Launch Package consisting of:
 - (a) All PitchIT finalists will receive a start-up Invent program package consisting of: a 2 year Invent program agreement with program fee waived for year 1, revenue shared waived for the first 6 months of the agreement, marketing visibility activities including but not limited to an enhanced marketplace tile, marketplace banner ads, social media promotion, marketplace blog inclusion and more.
 - (b) All PitchIT participants who have completed the 16-week PitchIT accelerator program are eligible for a PitchIT Sponsorship package at IT Nation Connect 2022 at \$15,000 in addition to other IT Nation Connect branding deliverables.
 - (c) Pitch IT finalists are eligible for up to a 25% off discount for a Silver sponsorship at IT Nation Connect 2023 or a free Diamond Sponsorship at one regional IT Nation Share 2023 of your choice.

The prize distribution will be subject to the terms between ConnectWise and the winner as specifically set forth in the funding agreement between you and ConnectWise. Such terms of agreement may include but are not limited to, a confidentiality agreement, participation in ConnectWise's then terms and conditions required by ConnectWise. These agreements must be accepted prior to the start of the Contest. A fully executed confidentiality agreement from the winner may be required. If the parties are unable to reach an agreement, the winner will forfeit the investment opportunity.

9. Grand Prize Designation: The Grand Prize winner will be authorized to use the designation "2022 PitchIT at IT Nation PitchIT™ Winner" and any associated badges provided directly by

ConnectWise (collectively "Designations"). The limited and revocable right to use the Designations will continue unless terminated earlier by Sponsor for any reason ("Term").

10. Honorable Mention Finalist Designation: During the Term, the two (2) Honorable Mention Finalists will be authorized to use the designation "2022 PitchIT at IT Nation PitchIT™ Finalist." All winners must sign a license agreement for the use of the Designations and follow any usage guidelines provided by Sponsor. Finalists may not represent that they are a ConnectWise portfolio company and agree that any mentions of ConnectWise investment will be only as a result of participation in PitchIT and limited to the use of the Designations. Finalists and the Grand Prize winner are responsible for paying any taxes, costs, and any expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. Sponsor is not responsible for any cancellations, delays, diversions or substitution or any act or omission whatsoever by air carriers, hotels, venue operators, transportation companies, or any third parties. No refund or compensation will be made in the event of the cancellation or delay of any prize element.
11. Freedom of Action. Nothing herein shall be construed to limit ConnectWise's right to obtain products and services from other sources, to prohibit or restrict ConnectWise from independently developing or acquiring competitive materials, products or services, to restrict ConnectWise from making, having made, using, leasing, licensing, selling or otherwise disposing of any products whatsoever, and shall not be construed to limit ConnectWise's right to deal with any other vendors, suppliers, sellers or customers.
12. General Terms: By registering and participating in the Contest, you indicate your full and unconditional agreement to these Official Rules, the ConnectWise Event Terms of Service, ConnectWise Event Code of Conduct, and other instructions related to the Contest, as well as to our decisions regarding the Contest, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules. Prize winners may be required to complete tax forms or other documents requested by ConnectWise within the time period stipulated by ConnectWise. You acknowledge and agree that Sponsor is not responsible for any prize or prize element provided or made available by any third party. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize or prize element provided or made available by a third party. You acknowledge that we, other entrants or others may have developed or commissioned technology similar or identical to that of your technology or may develop something similar in the future, and you waive any claims you may have resulting from any similarities to your technology or business model. You understand that we cannot control the information you disclose to us or our representatives in the course of participating in the Contest, or what we or our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives who have had access to your entry. By participating in the Contest, you agree that we may use any information in our representatives' unaided memories in the development or deployment of our products or services without liability or compensation to you. You understand that you will not receive any compensation or credit from us for use of your entry in connection with this Contest. We are not responsible for any unauthorized use of your entry by those accessing or viewing your entry. Please note that during and after the Contest, the Entity may be publicized in advertisements related to the Contest. These advertisements may be

distributed online and posted on our site or third-party websites. You grant us the right to use or display your entity's trademarks (including any logo or brand). If do not want to grant us the rights granted under these Official Rules and other documentation as may be required to complete the investment opportunity, please do not enter this Contest. Nothing in these Official Rules shall be interpreted as granting you permission to use or display any Sponsor trademarks (including any logo or brand) or rights in any Sponsor technologies or IP. You agree to contact us for written approval prior to promoting or publicizing your participation in and, if applicable, you winning the Contest. We may modify any provision of these Official Rules at any time, by posting updated rules at www.connectwise.com/theitnation/pitchit . You are responsible for checking this site regularly. Because we will endeavor to provide important notices to you via email address you have provided at registration, it is important that you regularly check that e-mail address. Without limiting our rights and remedies, we reserve the right, in our sole discretion, to disqualify any Entity who: (a) fails to comply with any provision of these Official Rules, the ConnectWise Event Terms of Service and ConnectWise Event Code of Conduct; (b) cheats or tampers with the operation of the Contest, or otherwise acts in a disruptive or inappropriate manner; or (c) engages in conduct that is unlawful, offensive, or otherwise leads us to conclude, in our sole discretion, that public association with you could cause controversy or embarrassment to us or our partners. In the event that the operation, security, or administration of the Contest is in our judgment impaired in any way, we may, in our sole discretion, without limitation: (a) suspend the Contest to address the impairment and then resume the Contest; (b) award the prize according to the criteria set forth above from among the eligible entries received up to the time of the impairment, (c) extend any deadlines; or (d) take any other reasonable action as we deem necessary and appropriate to the circumstances. Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend all or any part of the Contest for any reason, and to select a winner from among the applicable eligible entries received up to the time of such cancellation, termination, modification or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. By entering, you agree to release, defend and hold harmless Sponsor, the judges, and their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of your participation in the Contest, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors that may impair your ability to participate in the Contest; (c) errors in the administration of the Contest; (d) any claim or allegation that your participation in this Contest, or your entry, was in violation of these Official Rules, or that your Entry infringes any copyright, trademark, or any other intellectual property right; and (e) claims relating to damage to persons or property.

13. Governing Law: Except where prohibited, you agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Tampa, Florida. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, our rights and obligations connection with the Contest, shall be governed by, and construed in accordance with, the laws of Florida without giving effect to any choice of law or conflict of law rules (whether of Florida or any other jurisdiction), which would cause the

application of the laws of any jurisdiction other than Florida. Our failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

14. **Privacy and Publicity:** By submitting an entry, you grant us an irrevocable, royalty-free, worldwide right and license to: (a) use, review and otherwise analyze any information you include as part of your entry and as part of your participation in the Contest and acceptance of any prize, including but not limited to, your participation in the Contest; and (b) feature your entry and all its content, your technology, executives and Entity for all promotional purposes (including but not limited to, in advertisements, press releases, presentations and trade shows) in all media now known or later developed. Entity and executives participating in all activities related to the Contest, including, but not limited to, participation at IT Nation PitchIT agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted. Entrant information submitted will be collected and used in accordance with Sponsor's Privacy Policy, which can be found at www.connectwise.com/privacy . In addition, when you submit information on a website run by a third party in connection with this Contest, your information may be used by that third party in accordance with its privacy policy. You may be filmed or photographed while you are participating in the Contest. Except where prohibited, by participating in the Contest, you agree that we and ConnectWise may use your name, likeness, photographs, audio-visual footage, comments, and any other record of your participation in the Contest for promotional purposes at any time and in any media now known or hereinafter devised.