

CONNECTWISE SOFTWARE SERVICE AGREEMENT FOR ZOFIQ

This Software Service Agreement (“Agreement”) is by and between **CONNECTWISE, LLC** located at 400 North Tampa Street, Suite 130, Tampa, Florida 33602 or the ConnectWise affiliate identified on the Order Form (“Company”), and the customer identified on the Order Form (“Customer”). Company and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

1. SOFTWARE LICENSE & SCOPE OF USE

Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use Company’s proprietary artificial intelligence–powered software platform, including all associated modules, integrations, agents, analytics, and Documentation (“Software”), during the period of time and up to the number of unique customers serviced by Customer as documented on the applicable Order Form (“Order Form”) and (ii) Customer may only use any and all output generated by the Software for its business operations. All rights not expressly granted are reserved by Company. “Documentation” means Company’s then-current user guides, technical documentation, and help content for the Software made generally available by Company to licensees of the Software. Documentation excludes any marketing materials, sales presentations, demonstrations, proposals, oral statements, or other materials not formally designated by Company as Documentation. Company may update the Documentation from time to time in its discretion.

2. SUPPORT & SERVICE DELIVERY

Company will provide reasonable technical support during standard business hours (Eastern Time) in accordance with its then-current support policies, which may be modified at Company’s discretion. Company makes no guarantees regarding response times, uptime, or service levels unless expressly stated in a written addendum signed by both Parties.

3. PRODUCT FUNCTIONALITY & DELIVERABLES

The Software may include artificial intelligence (“AI”) copilots, service desk agents, triage automation, analytics, reporting, integrations, and web/mobile applications. All delivery timelines, roadmaps, and feature descriptions are estimates only and not guarantees. Company reserves the right to modify, enhance, discontinue, or replace features at any time.

4. FEES & PAYMENT

a. Customer shall pay all fees specified in an applicable Order Form or invoice. All fees are:

i. Non-refundable

ii. Payment will be charged automatically at the end of each thirty-day period via digital payment portal. Exclusive of taxes. Customer shall reimburse Company for any sales or use taxes that Company is required to collect in connection with Customer’s use of the Software and the provision of the Software under this Agreement; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Company’s income, revenues, personnel or other assets.

iii. Due upon receipt unless otherwise set forth in an Order Form.

b. Company may adjust pricing upon renewal or based on usage, seat count, automation volume, or feature tier expansion. Failure to pay fees when due constitutes a material breach.

c. Company may charge interest of one and a half per cent (1.5%) per month compounded for the entire overdue period or the maximum amount allowed by law unless Customer has a bona fide dispute supported by written explanation. If Customer’s account is overdue, Company reserves the right, without notice, to withhold performance of its obligations under the Agreement, without liability, until such amounts are paid in full.

d. Customer shall be responsible for all costs and expenses incurred by Company in connection with the collection of any overdue amounts, including, without limitation, reasonable attorneys’ fees, court costs, and collection agency fees.

5. TERM & TERMINATION

a. This Agreement begins on the Effective Date and continues for an initial term of one (1) year, automatically renewing for successive one-year terms unless either Party provides at least sixty (60) days’ written notice prior to renewal.

b. Company may suspend or terminate access immediately for non-payment, security risk, or material breach.

c. This Master Agreement and/or the applicable Order Form may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to either cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; or (b) upon insolvency of the other Party, if permitted by law.

d. Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Master Agreement or the Agreement.

6. RESTRICTIONS

Customer shall not:

- a) Reverse engineer, decompile, or derive source code
- b) Create derivative works
- c) Resell, sublicense, or provide access to third parties
- d) Circumvent safeguards or usage limits
- e) Use the Software unlawfully or outside its intended purpose

7. CONFIDENTIALITY & PROPRIETARY RIGHTS

a. “Confidential Information” means any non-public information disclosed by either Party to the other, whether in oral, written, electronic, or other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, financial data, technology, software, models, algorithms, source code, product roadmaps, pricing, customer lists, trade secrets, and any other proprietary information. Confidential Information does not include information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) was lawfully known to the receiving Party prior to disclosure; (iii) is received from a third party without restriction; or (iv) is independently developed by the receiving Party without reference to the disclosing Party’s Confidential Information.

b. Each Party may disclose Confidential Information to the other Party under this Agreement. Company Confidential Information includes, without limitation, the Software, models, architecture, algorithms, prompts, workflows, pricing, roadmaps, security practices, and AI-related materials.

- c. Receiving Party shall protect Confidential Information using at least commercially reasonable care and shall not disclose it except on a strict need-to-know basis.
- d. The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order. Notwithstanding the foregoing, Company may disclose the terms of this Agreement and any applicable Schedule to a subcontractor or Non-Company Application provider to the extent necessary to perform Company's obligations under this Agreement.
- e. Confidentiality obligations related to Company intellectual property and trade secrets survive indefinitely. All other confidentiality obligations survive five (5) years.
- f. Company is entitled to injunctive and equitable relief without bond for unauthorized disclosure.
- g. Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

8. INTELLECTUAL PROPERTY OWNERSHIP

- a. Company retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to:
 - i. The Software, Documentation and all Company proprietary technology, tools, templates, frameworks, processes, models, algorithms, methods, know-how, and improvements thereto, in each case excluding Customer Data,
 - ii. All AI models, algorithms, weights, parameters, prompts, and architectures,
 - iii. All improvements, derivatives, and enhancements,
 - iv. All generalized outputs, analytics, and insights not uniquely identifiable to Customer Data, and any data, learnings, insights, analytics, patterns, statistical information, embeddings, model weights/parameters, transformations, or other information generated from or through the processing of Customer Data that does not identify Customer ("Derived Data").
- b. Company may use Derived Data and Aggregated Data for any lawful purpose, including to improve and develop Company products and services and to provide features, functionality, and improvements to other customers. "Aggregated Data" means data derived from Customer Data that has been aggregated and/or anonymized.
- c. No implied licenses are granted.
- d. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.
- e. No work for hire shall be performed by Company to Customer hereunder.

9. CUSTOMER DATA & AI TRAINING RIGHTS

- a. "Customer Data" means any data, content, or information that Customer or its users submit, upload, transmit, input, configure, or otherwise make available to or through the Software, including data provided through integrations or third-party applications.
- b. Customer retains ownership of Customer Data. Customer grants Company a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable license to use Customer Data to:
 - i. Operate and improve the Software
 - ii. Create de-identified, anonymized, and aggregated datasets
 - iii. Train, fine-tune, validate, and improve AI models
 - iv. Develop future products and services
- c. Customer waives all claims to model outputs, learnings, and derivative works generated from anonymized or Aggregated Data.
- d. Customer represents and warrants that it has obtained and will maintain all rights, permissions, notices, and lawful bases required to provide Customer Data to Company and to permit Company to process Customer Data as contemplated by this Agreement and any applicable privacy laws.

10. USE OF CUSTOMER DATA FOR MODEL PRETRAINING AND EVALUATION PERIOD

- i. Limited License to Use Customer Data for Pretraining.
Subject to the terms of this Agreement, Customer grants Company a limited, non-exclusive, royalty-free license during the Evaluation Period (defined below) to use, process, and analyze Customer Data solely for the purpose of training, fine-tuning, validating, and improving Company's artificial intelligence and machine learning models ("Models") and related services.
- ii. Evaluation Period.
As provided for in an Order Form, Company may make the applicable AI-enabled services available to Customer at no charge for a period of thirty (30) days commencing on the Effective Date or such other date mutually agreed in writing (the "Evaluation Period") to allow Customer to evaluate the benefits and functionality of the Models.
- iii. Aggregation and De-Identification.
To the extent Customer Data is incorporated into the Models, Company shall use commercially reasonable measures to aggregate and/or de-identify such data such that the Models do not output Customer Data in identifiable form and cannot reasonably be used to re-identify Customer or any individual.
- iv. Post-Evaluation Use.
Unless Customer enters into a paid subscription or license agreement for the services, Company shall cease active use of Customer Data for further training or fine-tuning of Models upon expiration of the Evaluation Period, except to the extent such data has been irreversibly aggregated or de-identified prior to such expiration.

11. FEEDBACK

Company appreciates it when Customer, users or individuals (each a "Submitter") communicates suggestions, enhancement requests, recommendations or other information about the Software or Company's website ("Feedback"). Should any Submitter choose to make a submittal via Company's web page or any other means, Company may use or utilize such Feedback without any obligation of any kind to the Submitter. Further, by submitting Feedback to Company, Submitter hereby assigns to Company all of their right, title and interest in such Feedback. In the event such assignment may not be valid, the Submitter agrees and grants to Company a royalty-free, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), transferable license to use or incorporate into the Software any such Feedback.

12. AI RISK ACKNOWLEDGEMENT & SAFE HARBOR

Customer acknowledges that the Software uses probabilistic artificial intelligence and that outputs may be inaccurate, incomplete, biased, or outdated.

Customer is solely responsible for:

- i. Reviewing and validating AI outputs
- ii. Implementing human oversight
- iii. Ensuring regulatory, legal, and operational compliance

Company shall not be liable for any decisions, actions, or omissions based on AI-generated outputs. Customer assumes all risks arising from reliance on AI outputs.

The Software does not provide legal, compliance, financial, or professional advice.

13. SECURITY & PRIVACY DISCLAIMER

Company maintains commercially reasonable safeguards but does not guarantee compliance with Customer-specific regulatory frameworks.

14. WARRANTY DISCLAIMER

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

The Software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control. NEITHER COMPANY NOR ITS SUPPLIERS WARRANT THAT THE SERVICE WILL FUNCTION IN ANY ENVIRONMENT OR BE COMPATIBLE WITH ANY THIRD-PARTY APPLICATION OR THAT THE SOFTWARE, INCLUDING THE AI COMPONENTS AND ANY OUTPUT GENERATED THEREBY, WILL BE ERROR-FREE, BUG FREE, UNINTERRUPTED OR OTHERWISE MEET CUSTOMER'S BUSINESS REQUIREMENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, REGARDING THE SOFTWARE, INCLUDING THE AI COMPONENTS AND ANY OUTPUT GENERATED THEREBY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF ACCURACY, CORRECTNESS, RELIABILITY, INTEGRATION, INTEROPERABILITY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER AGREES THAT CUSTOMER'S USE OF THE SOFTWARE, INCLUDING ANY OUTPUT GENERATED BY THE AI COMPONENTS, ARE AT CUSTOMER'S OWN RISK.

Customer is solely responsible for its licensed rights to use the third-party software or applications with which the Software interact. Company does not guarantee the availability of any third-party products, including any AI Components. Company shall have no liability to Customer for Customer's failure or inability to do any of the foregoing. Customer agrees to indemnify, defend and hold Company harmless from any claims by such third parties which result from Customer's use of third-party software.

Some jurisdictions do not allow the exclusion of certain warranties in certain circumstances. Accordingly, some of the limitations set forth above may not apply.

15. LIMITATION OF LIABILITY

- a. Under no circumstances shall Company be liable for any losses relating to the Software or the actions of Company in connection with this Agreement that was not brought to its attention by Customer in writing within forty-five (45) days of its occurrence. No claim for Losses or other relief arising out of this Agreement or the Software may be filed by Customer more than one (1) year following its delivery to Customer.

b. NO CONSEQUENTIAL DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT COMPANY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

c. LIABILITY CAP.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, EXCEPT FOR COMPANY'S INDEMNITY OBLIGATIONS IN SECTION 15 HEREIN, COMPANY'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO ANY LOSS OR DAMAGE SUFFERED BY CUSTOMER AND ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR CUSTOMER'S USE OF THE SOFTWARE, WILL NOT EXCEED THE GREATER OF \$500 OR THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO COMPANY IN THE TWO (2) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR FEES PAID ANNUALLY IN ADVANCE, SUCH SHALL BE CALCULATED TO ARRIVE AT THE MONTHLY FEE. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THE AGREEMENT. SOME STATES DO NOT ALLOW THE TYPES OF LIMITATIONS IN THIS PARAGRAPH, SO SUCH MAY NOT APPLY. IN THESE STATES, COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

16. INDEMNIFICATION

- a. **BY COMPANY.** Company shall defend Customer solely against third-party claims alleging that the Software infringes a U.S. intellectual property right, provided Company receives timely notice of the claim and controls the defense and only to the extent that Customer's use of the Software was in accordance with the terms of this Agreement. If the Software becomes or, in Company's opinion, are likely to become, the subject of an injunction, Company may, at its option, (i) procure for Customer the right to continue using such Software, (ii) modify such Software so that they becomes non-infringing without substantially compromising its functionality, or if (i) and (ii) are not reasonably available to Company, then (iii) terminate Customer's license to the allegedly infringing Software and refund any pre-paid amounts for the unused portion of the then-current term. Agreement. Such indemnity by Company does not extend to Customer's content or to any output generated by any Software. The foregoing are Customer's sole remedies for any infringement of intellectual property rights.
- b. Company shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Software except a modification by Company, (ii) if the Software is not being used in accordance with Company's specifications, Documentation and guidelines, (iii) if the alleged

infringement would be avoided or otherwise eliminated by the use of a Company published update or patch provided at no additional charge, (iv) a claim against Customer arises from a Non-Company Application or Customer's breach of this Agreement, the Documentation or applicable Schedules. or (v) if the alleged infringement results from a combination of the Software with any third party product. The indemnifications contained herein shall not apply and Company shall have no liability in relation to any Software produced by Company at the specific direction of Customer. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF COMPANY REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS. No other indemnities apply.

- c. **BY CUSTOMER.** Upon demand by Company, Customer agrees to and shall defend, indemnify and if applicable, hold harmless Company and Company's subsidiaries, affiliates, and licensors and its and their respective officers, agents, partners and employees, from and against any loss, liability, costs (including reasonable attorneys' fees), damages, expenses, claims, or demands, made by any third party due to or arising out of Customer's use of the Software except as expressly permitted by this Agreement, Customer's content and/or from Customer's breach of the Agreement.

17. MISCELLANEOUS

- a. **AUDIT.** Customer shall implement reasonable controls to ensure compliance with the authorized use of the Software, including the number of Users. Customer agrees and Company reserves the right to audit Customer's use of the Software during Customer's normal business hours, upon reasonable written notice and at Company's expense. Customer agrees to pay any shortfall in fees revealed by such audit within ten (10) days of receipt of invoice.
- b. Each Party shall comply with all applicable local, state, national and foreign laws, rules and regulations (including applicable export laws and regulations) while performing under this Agreement and using the Software.
- c. Without limiting anything herein, each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports; and Customer shall not permit Users to access or use Software in violation of any U.S. export embargo, prohibition or restriction.
- d. The Convention for the International Sale of Goods shall not apply.
- e. Section headings are for ease of reference only.
- f. **INDEPENDENT CONTRACTORS.** Customer and Company are independent contractors in all matters relating to this agreement, and this agreement will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between Customer and Company.
- g. **MANDATORY NOTICE & CURE.** Customer must provide written notice of any claim and allow Company thirty (30) days to cure before initiating any legal action. Failure to comply bars the claim.
- h. **EQUIPMENT.** Customer will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use Software, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer will also be responsible for maintaining the security of Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or Equipment with or without Customer's knowledge or consent.
- i. **NO RELIANCE.** Customer acknowledges that it has not relied on any representations outside this Agreement.
- j. **FORCE MAJEURE.** Except for payment obligations and Confidentiality obligations, neither Party will be liable for any action taken, or any failure to take any action required to be taken, as a result of circumstances beyond a Party's control, including, without limitation, attacks by third parties, acts of terror, epidemic, pandemic, disease, failure from Internet Service Provider, Non-ConnectWise Application, war, civil unrest or commotion, act of God including, but not limited to, earthquakes, epidemics, fires, floods or weather, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) power failure, telecommunications interruption, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by ConnectWise. Company shall not be liable for failures caused by events beyond its reasonable control, including, without limitation, third-party model changes, infrastructure failures, regulatory changes, or AI model degradation.
- k. **JURY TRIAL WAIVER.** EACH PARTY KNOWINGLY AND IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF THIS AGREEMENT.
- l. **CLASS ACTION WAIVER.** ALL CLAIMS BY CUSTOMER MUST BE BROUGHT SOLELY ON AN INDIVIDUAL BASIS. CUSTOMER WAIVES PARTICIPATION IN ANY CLASS, COLLECTIVE, REPRESENTATIVE, OR CONSOLIDATED ACTION.
- m. **GOVERNING LAW & VENUE.** This Agreement is governed by the laws of the State of Florida. Exclusive venue lies in the state or federal courts located in Hillsborough County, Florida.
- n. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to confer any rights, remedies, or claims upon any person or entity other than the Parties to this Agreement.
- o. **ASSIGNMENT.** Customer may not assign this Agreement without Company's consent such consent not to be unreasonably withheld.
- p. **LOGO AND NAME.** Customer authorizes Company to include Customer's name and logo on Company's website as a customer of Company.
- Q. **CHANGES TO THE TERMS.** To accommodate changes in our business or products, Company may change this Agreement from time to time. The revised provisions will become effective and binding three business days after posting at www.connectwise.com/legal. If Customer does not agree to such updated terms, Customer must notify Company in writing within thirty (30) days after such update is posted. Provided Customer gives Company such notice, Customer's licensed usage will continue to be governed by the terms and conditions of the Agreement prior to modification for the remainder of the then-current term. Upon renewal, the updated Agreement on Company's website will apply.
- r. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements. This agreement can be modified only by a written amendment signed by the parties. Failure by Company to enforce any provisions of this agreement will not constitute a waiver. If any provision is unenforceable, the other provisions will remain effective. Terms on the Customer's purchase orders or other ordering documentation or email which purports to modify or supplement this Agreement shall not add to or vary the terms and conditions of this Agreement and are of no force or effect even when signed by Company. The parties may execute this agreement by electronic signatures or by facsimile in counterparts, which taken together will constitute one instrument.

- s. SURVIVAL. Upon any expiration or termination of this Agreement, Customer's right to use the Software shall cease. Sections relating to IP, data rights, confidentiality, disclaimers, limitations of liability, AI risk, jury waiver, class action waiver, and governing law survive termination.