

THIS MASTER SPONSORSHIP AGREEMENT ("AGREEMENT") GOVERNS YOUR SPONSORSHIP OF CONENCTWISE EVENTS. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICK-THROUGH ACCEPTANCE, BY PHYSICAL OR ELECTRONIC SIGNATURE, BY EXECUTING A SCHEDULE THAT REFERENCES THIS AGREEMENT OR UPON YOUR SPONSORSHIP OF THE CONNECTWISE EVENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT SPONSOR CONNECTWISE EVENTS. THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED. THE PARTIES AGREE THAT THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT ARE THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY.

1. RECITALS

Upon execution of a ConnectWise schedule ("Schedule") referencing this Agreement, along with payment of the appropriate Sponsorship Fees to confirm your participation in the event specified in the Schedule (the "Event"). This Agreement is between ConnectWise, LLC, or the ConnectWise affiliate identified on the Schedule, as organizer of the Event ("ConnectWise") and your organization ("Sponsor" or "you" or "your") for the sponsorship and/or exhibit space indicated in the Schedule, upon the terms and conditions specified in this Agreement and any and all rules and regulations ConnectWise deems necessary or desirable for the success of the program. Subject to these terms and conditions, Sponsor agrees to become a Sponsor of the Event and agrees to participate in the Program. ConnectWise agrees to provide the Deliverables.

2. EVENT LOCATION AND TIME

ConnectWise reserves the right to change the name of the Event, the venue of the Event, the exhibit hours of the Event and official Event suppliers. The Event is scheduled for the location, date and time specified in the Schedule. Sponsor acknowledges and agrees that ConnectWise may, at any time, reschedule the location, date, format, time, and/or logistics of the Event. ConnectWise will attempt to notify Sponsor of any such changes as far in advance as possible, provided that no such change will be deemed a cancellation by ConnectWise and therefore, if Sponsor wishes to cancel its Sponsorship, ConnectWise will have no obligation to refund to Sponsor any portion of the Fee pre-paid by Sponsor prior to Sponsor's cancellation of its Sponsorship.

3. EVENT DATES

Event dates are as specified in the Schedule.

4. PAYMENT

In order to be considered a Sponsor of the Event, Sponsor must submit one originally executed copy of the Schedule and pay the total Sponsorship Fees due to ConnectWise. The Sponsorship Fee shall be payable as specified in the Schedule. All invoices are due upon receipt.

Failure by Sponsor to make payments when due shall result in the Sponsor forfeiting any applicable discounts under this Agreement and pricing shall revert to ConnectWise's then current list price.

The terms and conditions of any Sponsor purchase order shall be void and of no effect and the terms of this Agreement shall control.

ConnectWise 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 Sponsor has a bona fide dispute supported by written explanation. If Sponsor's account is overdue, ConnectWise reserves the right, without notice, to withhold performance of its obligations under the Agreement, without liability, until such amounts are paid in full.

5. ADVERTISING

All publicity releases and other advertising referencing ConnectWise shall be subject to ConnectWise's prior written approval. Attendee lists will not be distributed to any Sponsor at any time, including, but not limited to, Event attendee lists, breakout session attendee lists, etc. Any Sponsor promotional materials, signs and banners to be used in connection with the Event are subject to ConnectWise's prior approval. Any use by the Sponsor of any logo, name, trademark, trustmark, service mark, trade name or other commercial or product designation of ConnectWise, including but not limited to, IT Nation ("ConnectWise Marks") is subject to ConnectWise's prior written approval. Any use by the undersigned of any ConnectWise Marks must adhere to ConnectWise's standards, restrictions and guidelines. The Sponsor is responsible for providing ConnectWise with all camera-ready art, ad copy and company logos for use in connection with the undersigned's sponsorship. Other than those provided by or approved by ConnectWise as a part of the Sponsorship package, no Sponsor promotional activities, logo usage or private events are permitted. Sponsor shall indemnify ConnectWise for any and all claims, lawsuits or damages resulting from the promotional materials submitted by Sponsor in connection with the Event in accordance with the terms of this Agreement. Sponsor hereby grants ConnectWise a worldwide, nonexclusive right and license to distribute, merge, combine, copy, use, and duplicate its trademark, trade name, logo or marketing materials provided for ConnectWise's purposes of marketing the Event, including hyperlinks to ConnectWise or similar websites.

6. RECIPROCITY

As a condition of allowing Sponsor to be a Sponsor of the Event, Sponsor must allow ConnectWise and/or any of its affiliated companies, and required staff, to attend and sponsor any of Sponsor's trade shows, user groups, peer groups, and/or other events ("Sponsor Event"), at a sponsorship level determined solely by ConnectWise. Sponsor shall promptly notify ConnectWise of the Sponsor Event and present an agreement to ConnectWise to be a sponsor of the Sponsor Event at the sponsorship level selected by ConnectWise. ConnectWise may accept such agreement for the Sponsor Event in its sole discretion and shall not be bound to be a sponsor at the Sponsor Event until such time as there is mutually executed agreement between the Sponsor and ConnectWise, which will not be unreasonably withheld by Sponsor. For Sponsor's Event, ConnectWise shall be treated at least as favorably as other sponsors for the Sponsor Event with regard to pricing and terms.

7. CANCELLATION

- a. By Sponsor:** Except for ConnectWise IT Nation Evolve events, the Sponsor may cancel participation in the Event and/or terminate this Agreement at any time and for any reason by giving written notice to ConnectWise. Should the Sponsor cancel, Sponsor acknowledges and agrees that: a) Cancellations made 150 days prior to the Event will be subject to 50% cancellation fee b) Cancellations received 149 days or fewer before the Event will not receive a refund. Any notice of termination shall be delivered by Sponsor to ConnectWise in writing.

Because these dates are related to the Event date and not to the date of this Agreement, these dates shall apply regardless of the date on which this Agreement is executed. This amount is considered to be liquidated and agreed upon damages for the injuries ConnectWise will suffer as a result of Sponsor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the Exhibit Space from availability at a time when other parties would be interested in applying for it, will cause ConnectWise to sustain damages. In this situation, ConnectWise's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this agreement as a valid pre-estimate of these damages. The date of the cancellation shall be the date ConnectWise actually receives Sponsor's notice of cancellation. ConnectWise shall be entitled to close an Exhibit Space at any time for failure by any Sponsor or his assignee to perform, meet or observe any term or condition set forth herein. Any such Sponsor shall not be entitled to a refund of any fee or any part of any fee. Sponsor's termination rights under this Section shall not apply to ConnectWise IT Nation Evolve Events.

- b. By ConnectWise:** If Sponsor is owned in whole or in part by any competitor of ConnectWise or its affiliated companies, Sponsor must promptly inform ConnectWise and ConnectWise can immediately terminate the agreement and Sponsor's sponsorship. ConnectWise reserves the right to cancel the Event, or any portion thereof, for any reason at any time upon written notice to Sponsor. ConnectWise may immediately upon written notice to Sponsor terminate this Agreement, in whole or in part, including Sponsor's sponsorship, with or without cause. In the event of any complete cancellation of the Event due to circumstances within ConnectWise's direct control, the liability

of ConnectWise shall be limited to a refund of fees paid to ConnectWise by the Sponsor. If the Event is canceled and rescheduled for another date, ConnectWise shall not refund any fees but will apply the Sponsor fees to the new Event date. In the event that cancellation of the Event occurs for reasons outside of ConnectWise's direct control, such as a Force Majeure event, ConnectWise shall have no liability of any kind to any Sponsor.

- c. Termination for Cause:** In addition to all other remedies available hereunder, either party shall have the right to terminate this Agreement upon written notice to the other upon the other party's failure to meet or observe any material term or condition of this Agreement, provided that the notice set forth above shall describe in reasonable detail the causes for termination and the non-terminating party shall have a reasonable opportunity to cure the situation. In the event of a termination by ConnectWise in accordance with this section, Sponsor shall not be entitled to a refund of any fee or any part of any fee. In the event of a termination by Sponsor of this Agreement in accordance with this section, Sponsor may be entitled to a full refund of all fees paid hereunder. Such refund shall be Sponsor's sole and exclusive remedy, notwithstanding anything to the contrary.

8. FORCE MAJEURE

ConnectWise shall not be liable or responsible for any failure by ConnectWise to comply with the terms of this Agreement due to causes beyond its reasonable control, including, but not limited to, fire, storm, flood, accident, acts of war, insurrection, terrorism, labor disputes, acts of God, pandemic, disease, outbreak, failure of communication systems or networks and acts of third parties.

9. INDEMNITY

Sponsor agrees to indemnify, defend and hold harmless ConnectWise, its officers, directors, employees, agents, successors and assigns from and against any and all claims, demands, losses, liabilities, actions, lawsuits, proceedings, judgments, awards, costs and expenses (including reasonable attorneys' fees) arising, in whole or in part, out of any act or omission by the undersigned, or any employee, agent, contractor, subcontractor or representative of the undersigned in connection with or relating to the Event of this Agreement.

10. INSURANCE

Sponsor assumes responsibility and agrees to indemnify, defend and hold harmless ConnectWise from and against any claims or expenses arising out of the Event or use of the exhibition platform. Sponsor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Sponsor's indemnity in this Responsibility Clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Sponsor understands that ConnectWise does not maintain insurance covering the Sponsor's property and it is the sole responsibility of the Sponsor to obtain such insurance. The Sponsor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier which carries any risk coverage insuring its property. ConnectWise assumes no responsibility or liability for any injury that may occur to visitors of the Event. Sponsor agrees not to assert any claims whatsoever against ConnectWise, its employees, servants or agents.

11. SPONSOR COSTS

Sponsor is responsible for all costs incurred by Sponsor in connection with the Event. This includes, but is not limited to, such services as, transportation, electrical, internet, phone, décor, and any other related fees over and above that provided in the exhibit space.

12. SPONSOR CONTESTS/DRAWINGS

Sponsor is solely responsible for the administration and liability for any contests or drawings during the Event. Sponsor must publish, and make available to attendees, rules for such contests/drawings that are compliant with all laws, rules and regulations pertaining to such events. The rules must be provided to ConnectWise for review prior to such event, be displayed and/or available at the Event and contain a clear disclaimer:

This Contest/Drawing is in no way sponsored, endorsed or administered by, or associated with, ConnectWise, and The IT Nation, or their respective owners, managers, subsidiaries, affiliates, employees and agents.

13. SPONSOR STAFF

Sponsor shall staff their booth during all Event Solutions Pavilion hours. All Sponsor staff, hired talent or outsourced vendors who will be participating in or attending any part of the Event must have an appropriate and valid Event badge issued to the respective attendee. Sharing of badges is strictly prohibited. Any Sponsor invitee attending the Event, who is not an employee of the Sponsor, must be pre-approved by ConnectWise. All Sponsor staff, including but not limited to any models, booth staff or talent, must be dressed appropriately and in a conservative manner. Any outsourced/hired talent or vendors retained by Sponsor must be pre-approved by ConnectWise.

14. USE OF EXHIBIT SPACE

Each Sponsor agrees to abide by the terms and conditions set forth herein, the rules, regulations, policies and procedures of ConnectWise which are provided to you as part of the Exhibitor Marketing Kit or made available in the exhibitor portal and any and all applicable federal, state, municipal and other laws, ordinances, rules and regulations, including, without limitation, safety codes and union agreements.

15. EXHIBIT SPACE

The exhibit space assigned to a Sponsor must be used for purposes directly related to the Sponsor and cannot be assigned or subleased by the Sponsor. All demonstrations, distributions of advertising materials and other marketing activities of the Sponsor must be confined to the limits of such exhibit space. No Sponsor shall permit any other person to use the exhibit space assigned to such Sponsor, nor shall such Sponsor display products or services not manufactured or normally sold by such Sponsor. At the Event, Sponsor may not sell goods, nor knowingly assist any other party in soliciting business, ConnectWise, by this Agreement, bargains not only for the Sponsorship Fee but also for the presence of the Sponsor throughout the entire Event. ConnectWise reserves the right, in its sole discretion, to change the location, size, layout, arrangement and display restrictions of the Sponsor's exhibit space. Failure of the Sponsor to exhibit throughout the run of the Event shall be considered a material breach of this Agreement.

16. CARE OF EXHIBIT SPACE

Sponsor must maintain and keep its exhibit space in good order for the duration of the conference.

17. OUTSIDE EXHIBITS/PEER GROUP MEETINGS

Sponsor is prohibited from displaying products/services and/or other advertising material in areas outside their booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Sponsor also agrees not to operate lounge events or any other separate event or activity during hours in which the Event is open or when any Event agenda activities are being held. Sponsor hosted hospitality functions are prohibited during official Event hours. Sponsor agrees that its personnel will not use the Event to knowingly conduct, sponsor, endorse, publicize, market or promote any other event in which Sponsor is a sponsor or participant. Except with the prior written approval of ConnectWise, which may be withheld in the sole discretion of ConnectWise, Sponsor shall not engage in, sponsor, or arrange for or schedule offsite commercial activities in the geographic area of the Event, including the Event site. Examples of prohibited outside commercial activities include but are not limited to: parties, receptions, seminars, and hospitality suites.

18. VIDEO/RECORDINGS

No video recordings shall be taken by Sponsor without written authorization of ConnectWise. Sponsor acknowledges and agrees that ConnectWise has the right to film, photograph, record, use names, quotes, likeness, voice, and biographical information in connection with the show and may publish, copyright, distribute, perform, transmit, print, display, exhibit and otherwise use such materials and recordings worldwide in any media (including, without limit, television, film, videotapes, CDs, audio recordings,

photographs, print publications and marketing collateral, the Internet and World Wide Web) in whole or in part, for any or all commercial purposes whatsoever in regards to the Event or ConnectWise.

19. SOUND DEVICES

Sponsor shall not use music from any source which requires permission from the copyright owner unless it has, in advance, obtained a license to perform such music, paid any fees required and provided ConnectWise with a copy of the fully- executed license agreement. Sponsor agrees to indemnify and hold ConnectWise harmless from all claims resulting from failure to comply with these requirements.

20. CHARACTER OF DISPLAYS

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit or booth. Each Sponsor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner.

21. ASSET AND BOOTH DISPLAY RULES AND REGULATIONS

Sponsor must have deliverables, assets and exhibit space completed and submitted by the due date designated by ConnectWise.

22. CODE OF CONDUCT

Each Sponsor is expected to adhere to the Code of Conduct, which includes but is not limited to: Appropriate conduct, language, and other action appropriate for a professional setting. For all interactions during the Event, we expect participants to abide by the event's Code of Conduct to ensure the environment remains productive and respectful. Spamming and harassing attendees is also not permitted. If a participant engages in behavior that does not comply with the above-mentioned expectations, ConnectWise may take any action that we deem appropriate, including warning the participant, excluding the participant from certain activities, prohibiting the participant from attending and/or sponsoring future IT Nation events, expelling the participant from the Event, or referring the matter to local authorities. Participants asked to stop harassing or other unacceptable behavior are expected to comply immediately.

23. SECURITY

Each Sponsor is responsible for its own materials and other property at all times. ConnectWise will not be liable to the Sponsor for any loss, damage or injury to the property of the Sponsor, its agents or employees, from theft, damage by fire, accident or any other causes. ConnectWise strongly suggests that all valuable items be secured by the Sponsor. ConnectWise does not maintain security or insurance covering the Sponsors' property. Each Sponsor assumes the entire responsibility and liability for losses, damages and claims arising out of any injury or damage to Sponsor's displays.

24. SHIPPING

All shipping and handling arrangements must be made as directed in the Sponsor Exhibitor Marketing Kit. ConnectWise is not responsible for shipping and/or receiving of exhibit materials. To the extent that ConnectWise incurs additional shipping and/or receiving expenses for exhibit materials the Sponsor shall be responsible for such costs and will be invoiced by ConnectWise.

25. LIABILITY LIMITATION

ConnectWise undertakes no duty to exercise care, nor does ConnectWise assume any responsibility, for the protection or safety of any Sponsor, its officers or employees or for the protection of the Sponsor's property or any other property used in connection with any exhibit, from theft, damage by fire, accident, or any other causes. Any protection exercised by ConnectWise shall be deemed purely gratuitous on its part and shall in no way be construed to make ConnectWise liable for any loss or inconvenience suffered by Sponsor. Under no circumstances shall ConnectWise be liable for any losses relating to the Event or the actions of ConnectWise in connection with this Agreement that was not brought to its attention by Sponsor in writing within forty-five (45) days of its occurrence. No claim for Losses or other relief arising out of this Agreement or the ConnectWise Offering may be filed by Sponsor more than one (1) year following the Event. IN NO EVENT SHALL CONNECTWISE BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES FOR ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT, FOR ANY BREACH, REPUDIATION OR TERMINATION OF THIS AGREEMENT AND/OR THE EVENT, EVEN IF CONNECTWISE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONNECTWISE'S MAXIMUM LIABILITY TO SPONSOR ARISING FROM OR RELATING TO THIS AGREEMENT OR THE EVENT SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY SPONSOR TO CONNECTWISE PURSUANT TO THIS AGREEMENT.

26. LIABILITY WAIVER AND RELEASE OF CLAIMS

By Sponsoring the Event, Sponsor hereby releases, waives and forever discharges any and all liability, claims, and demands of whatever kind or nature against ConnectWise and its speakers and exhibitors, including in each case, without limitation, their directors, officers, employees, volunteers, and agents (the "Released Parties"), either in law or in equity, to the fullest extent permissible by law, including but not limited to damages or losses caused by the negligence, fault or conduct of any kind on the part of the Released Parties, including but not limited to death, bodily injury, illness, economic loss, or loss or damage to property, which Sponsor may have or which may hereinafter accrue on Sponsor's behalf, which arise or may hereafter arise from Sponsor's participation in the Event.

ASSUMPTION OF THE RISK. By registering for the Event, Sponsor acknowledge and understand the following: Sponsor's attendance at an in-person ConnectWise event includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. Sponsor knowingly and freely assume all such risks associated with the Event, even if arising from the negligence, fault or conduct of any kind on the part of the Released Parties. BY ATTENDING AND/OR PARTICIPATING IN THE EVENT, SPONSOR IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

27. GENERAL PROVISIONS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. The rights and obligations of the Sponsor under this Agreement may not be transferred, assigned, sublet or otherwise disposed of without the prior written consent of ConnectWise. The parties hereto may, by mutual agreement, amend any provision of this Agreement, and any party hereto may grant consent or waive any right to which it is entitled hereunder or any condition to its obligations hereunder, provided that each such amendment, consent or waiver shall be in writing. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time. This Agreement shall not create, nor shall it be represented by either party to create a partnership, joint venture, employer-employee, master-servant, principal-agent, or other relationship whatsoever between the parties hereto. Neither party hereto shall have, nor represent to have, authority or power to obligate or bind the other party hereto by contract, agreement, warranty, representation or otherwise in any manner whatsoever, without the other party's prior written consent.

28. NON-SOLICITATION

Sponsor agrees that during the term of this Agreement, and for a period of twelve (12) months after termination of this Contract, Sponsor will not solicit for hire, either directly or indirectly, any employee to leave the employment of ConnectWise and its affiliated companies or to hire/retain such person(s). Sponsor agrees that these provisions are necessary and reasonable to protect the legitimate business interests that ConnectWise and its affiliated companies have in protecting substantial investments in such employees. With respect to Sponsor's peer groups (if any), during the term of this Agreement, Sponsor will not attempt to solicit any IT Nation Evolve Members to become a member of Sponsor's peer groups.

29. NON-DISPARAGEMENT

Sponsor agrees not to make any disparaging remarks, whether written or oral, or otherwise take any action that could reasonably be anticipated to cause damage to the reputation, goodwill or business of ConnectWise, or any of its officers, directors or employees, or otherwise make remarks that negatively reflect upon ConnectWise or any of its officers, directors or employees.

30. CONFIDENTIALITY

The terms and conditions of this Agreement are Confidential Information of ConnectWise and shall not be disclosed by Sponsor to anyone else.

The parties agree that when receiving Confidential Information from the disclosing party, that the receiving party shall hold it in confidence and shall not disclose or use such information except as permitted under the Agreement. The receiving party shall treat the disclosing party's Confidential Information in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving party's employees, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.

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.

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.

Sponsor agrees that ConnectWise may use any feedback provided by Sponsor related to the Event for any ConnectWise business purpose, without requiring consent.

The receiving party agrees, upon request of the disclosing party, to return to the disclosing party all Confidential Information in its possession or certify the destruction thereof.

In the event of a breach of this section, the disclosing party may not have an adequate remedy at law. The parties therefore agree that the disclosing party may be entitled to seek remedies of temporary and permanent injunction, specific performance or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For Confidential Information that constitutes a trade secret and for ConnectWise software (including code) and Documentation, the material terms of the Agreement, and Sponsor's and/or ConnectWise's Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

"Confidential Information" means any information, maintained in confidence by the disclosing party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary.

31. GOVERNING LAW AND JURISDICTION.

Who Sponsor is contracting with under this Agreement, what law will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such dispute or lawsuit, depend on which ConnectWise Affiliate you are contracting with.

Sponsor is contracting with:	The governing law is:	The courts having exclusive jurisdiction are:
ConnectWise, LLC a Delaware limited liability company	Florida and controlling United States Federal Law	Hillsborough County, Florida, U.S.A.
ConnectWise Canada Company, a Nova Scotia Corporation	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada
ConnectWise Limited, a limited liability company incorporated in England	England	England
ConnectWise Australia Pty Ltd	Australia	Australia

32. **AGREEMENT TO GOVERNING LAW AND JURISDICTION.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

33. **ENTIRE AGREEMENT.** The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.