

**CONNECTWISE PARTNER PROGRAM
GLOBAL TERMS AND CONDITIONS**

Effective Date: March 5, 2026

Applies Globally

These Global Terms and Conditions (“Program Terms”) govern participation in the ConnectWise Partner Program (the “Program”) and apply worldwide. By participating in the Program, Partner agrees to be bound by these Program Terms.

1. NATURE OF PROGRAM

1.1 Discretionary Program

The Program is a voluntary, invitation-only marketing and growth initiative. Participation is not guaranteed and is granted solely at ConnectWise’s discretion.

1.2 No Legal Partnership

Participation does not create:

- A partnership
- A joint venture
- A franchise
- An agency relationship
- A fiduciary relationship
- An employment relationship

Partner has no authority to bind ConnectWise.

1.3 No Vested Rights

Partner acknowledges that:

- Program benefits, including amplification benefits, are conditional, subject to approval and may change and are discretionary.
- No benefit constitutes earned compensation until fully approved and reimbursed.
- Participation does not create vested rights of any kind.

2. ELIGIBILITY AND CONTINUED PARTICIPATION

2.1 Good Standing Requirement

Partner must remain in good financial, contractual, operational, and reputational standing at all times.

2.2 Compliance Condition

Participation is conditioned on full compliance with:

- All applicable laws and regulations
- All ConnectWise agreements
- All Program requirements
- All ethical and brand standards

2.3 Background and Risk Review

ConnectWise may conduct:

- Credit checks
- Sanctions screenings
- Compliance assessments
- Reputational reviews

At any time. Failure to pass review may result in suspension or termination.

2.4 Track Placement Discretion

Track eligibility, placement, and advancement are determined solely by ConnectWise and may be changed at any time.

3. SYSTEMS OF RECORD; REPORTING INTEGRITY; REMEDIES

ConnectWise Systems of Record.

All calculations relating to endpoints, usage, eligibility, tier placement, benefits, MDF eligibility, reimbursement amounts, or Program performance metrics shall be determined exclusively by ConnectWise’s systems of record. Such systems of record shall be final and controlling for all Program purposes.

No Manipulation or Circumvention.

Partner shall not manipulate, inflate, suppress, misclassify, or otherwise alter reporting, data inputs, tools, integrations, or processes for the purpose of influencing endpoint counts, usage metrics, eligibility determinations, or Program benefits.

Misreporting and Enforcement.

Any actual or suspected misreporting, manipulation, or circumvention—including discrepancies between Partner-reported data and ConnectWise systems of record—may, in ConnectWise’s sole discretion and without notice:

- Result in immediate downgrade, suspension, or removal from the applicable Program track;
- Render Partner ineligible for current or future Program benefits or MDF; and
- Trigger clawback, offset, or repayment of previously paid MDF or benefits.

No Waiver.

ConnectWise’s failure to immediately detect or act upon inaccurate reporting shall not constitute a waiver of any rights or remedies.

4. PROGRAM MODIFICATION RIGHTS

ConnectWise may at any time and for any reason:

- Modify tracks
- Change eligibility criteria
- Alter benefits

- Reduce or eliminate funding
- Change reimbursement percentages
- Modify solution eligibility
- Amend review cadence
- Suspend portions of the Program
- Terminate the Program entirely

With or without notice, to the fullest extent permitted by law.

5. **MARKETING DEVELOPMENT FUNDS (MDF)**

5.1 **No Entitlement**

MDF is not earned compensation and is not guaranteed. It is discretionary co-investment funding.

5.2 **Absolute Approval Discretion**

All MDF:

- Is subject to prior written approval.
- May be denied for any reason.
- May be modified prior to reimbursement.

5.3 **Reimbursement Conditions**

Reimbursement is conditioned upon:

- Complete Proof of Performance
- Compliance with approved scope
- Timely submission
- Demonstrated ConnectWise solution alignment
- Compliance with anti-corruption and all other laws

5.4 **Clawback Rights**

ConnectWise may claw back or offset MDF in cases of:

- License cancellations
- Downgrades
- Non-payment
- Fraud
- Misrepresentation
- Regulatory violations
- Inaccurate reporting
- Customer churn
- Failure to follow up on leads
- Insolvency
- Breach of agreement

5.5 **Audit Rights**

ConnectWise may audit Partner's records, systems, and documentation relating to MDF for up to three (3) years.

5.6 **Fraud or Misuse**

Any intentional misrepresentation results in:

- Immediate termination
- Repayment obligation
- Possible legal action
- Permanent ineligibility

5.7 **No Tax Responsibility**

Partner is solely responsible for all taxes arising from MDF reimbursements.

6. **ANTI-CORRUPTION AND ETHICS**

Partner represents and warrants compliance with:

- U.S. Foreign Corrupt Practices Act (FCPA)
- UK Bribery Act
- EU Anti-Corruption laws
- OECD Anti-Bribery Convention
- All applicable local anti-corruption laws

Partner shall not:

- Offer improper payments
- Provide gifts violating local law
- Engage in bribery
- Use MDF funds for improper influence

Violation results in immediate termination.

7. **EXPORT CONTROLS AND SANCTIONS**

Partner represents and warrants that:

- It is not located in, organized under, or controlled by a sanctioned jurisdiction.
- It is not listed on any sanctions or restricted party list.
- It will not export, re-export, or transfer ConnectWise products in violation of export laws.

ConnectWise may suspend access immediately if export or sanctions risk arises.

8. DATA PROTECTION AND PRIVACY (GLOBAL READY)

8.1 Compliance Requirement

Partner must comply with all applicable data protection laws, including but not limited to:

- GDPR (EU/EEA)
- UK GDPR
- CCPA/CPRA
- LGPD (Brazil)
- PIPEDA (Canada)
- APAC privacy frameworks

8.2 Independent Controllers

Unless otherwise agreed in writing, the parties act as independent controllers of personal data.

8.3 Data Security Obligations

Partner must implement appropriate technical and organizational safeguards.

8.4 Breach Notification

Partner must notify ConnectWise within 48 hours of discovering any data breach affecting ConnectWise-related data.

8.5 Cross-Border Transfers

Partner must ensure lawful transfer mechanisms are in place where required.

9. NFR LICENSES

9.1 Limited, Revocable License

NFR licenses are:

- Non-transferable
- Non-sublicensable
- Revocable at any time
- For internal demonstration purposes only

9.2 No Production Use

NFR licenses may not be used in live customer environments unless expressly authorized.

9.3 Immediate Revocation

ConnectWise may revoke NFR access without notice.

10. INTELLECTUAL PROPERTY

10.1 No IP Transfer

No intellectual property rights are transferred by ConnectWise to Partner under these terms.

10.2 License to Use Partner Marks

Partner grants ConnectWise a worldwide, royalty-free license to use Partner's name and logo for Program promotion.

10.3 Brand Protection

Partner must follow all brand guidelines. ConnectWise may revoke branding rights at any time.

11. REPRESENTATIONS AND WARRANTIES

Partner represents and warrants:

- It is duly organized and in good standing.
- It has authority to participate.
- All reporting is accurate.
- It will comply with all laws.
- It will not misrepresent ConnectWise products.

12. INDEMNIFICATION

Partner shall indemnify, defend, and hold harmless ConnectWise, its affiliates, officers, directors, employees, and agents from any claims arising out of:

- Partner's breach
- Partner's marketing activities
- Regulatory violations
- Data protection violations
- Anti-corruption violations
- Export violations
- Third-party claims relating to Partner's services

This obligation survives termination.

13. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

ConnectWise shall not be liable for:

- Indirect damages
- Lost profits
- Lost business

- Loss of goodwill
- Regulatory penalties
- Consequential damages
- Special damages

ConnectWise's total aggregate liability under the Program shall not exceed the lesser of:

(a) Total MDF paid in prior 12 months

OR

(b) \$1,000 USD

14. SUSPENSION AND TERMINATION

14.1 Termination for Convenience

ConnectWise may terminate the Partner Program or any Partner's participation at any time with or without cause.

14.2 Immediate Suspension

You may be immediately suspended from the Partner Program may occur for:

- Regulatory risk
- Sanctions exposure
- Financial instability
- Ethical concerns
- Security risk
- Public misconduct
- Failure to make payment when due

14.3 Effect of Termination

- All benefits cease immediately.
- MDF eligibility ends.
- Pending reimbursements may be denied.
- NFR access may be revoked.
- Branding rights terminate.

15. FORCE MAJEURE

ConnectWise shall not be liable for delays or failures caused by:

- Government actions
- Pandemics
- Sanctions
- Supply chain disruption
- Natural disasters
- Civil unrest
- War
- Cyber incidents

16. DISPUTE RESOLUTION

16.1 Governing Law

The partner program is governed by the laws of the State of Florida, USA, without regard to conflict principles.

16.2 Venue

Exclusive venue shall be state or federal courts in Hillsborough County, Florida unless otherwise required by mandatory local law.

16.3 Waiver of Jury Trial

Each party waives any right to jury trial where permitted by law.

16.4 Class Action Waiver

TO THE EXTENT PERMITTED, DISPUTES SHALL BE BROUGHT INDIVIDUALLY.

17. ASSIGNMENT

Partner may not assign participation without written consent. ConnectWise may assign freely.

18. SEVERABILITY

If any provision is unenforceable, the remainder remains in effect.

19. SURVIVAL

The following survive termination:

- Indemnification
- Audit rights
- Confidentiality
- Liability limitations
- Clawbacks
- Governing law

20. COMPETITOR RESTRICTION AND MONITORING PROHIBITION

20.1 **Competitive Restriction**

Partner may not participate in the Program if Partner is, becomes, or is acquired by a direct competitor of ConnectWise without prior written consent.

20.2 **No Competitive Monitoring**

Partner may not:

- Access the Program to benchmark ConnectWise
- Monitor product functionality
- Reverse engineer services
- Collect competitive intelligence
- Use Program materials for competitive positioning

Violation results in immediate termination and potential legal action.

21. **NON-SOLICITATION OF CONNECTWISE PERSONNEL**

During participation and for twelve (12) months thereafter, Partner shall not directly solicit for employment any ConnectWise employee with whom Partner had material interaction under the Program.

This does not restrict general employment advertising not specifically targeted at ConnectWise personnel.

22. **INSOLVENCY / FINANCIAL DISTRESS PROTECTION**

ConnectWise may immediately suspend participation if Partner:

- Becomes insolvent
- Files for bankruptcy
- Makes assignment for benefit of creditors
- Has a receiver appointed
- Experiences material adverse financial change

ConnectWise may withhold MDF or benefits pending review.

Failure to maintain required marketing plans, QBR participation, or MDF tracking may result in:

- Suspension of benefits
- Ineligibility for advancement
- Loss of MDF access

23. **INSURANCE REQUIREMENTS**

Upon request, Partner shall maintain commercially reasonable insurance coverage, including:

- Commercial General Liability
- Cyber Liability (where applicable)
- Professional Liability

Certificates must be provided upon request.

Failure to maintain coverage may result in suspension.

24. **RECORD RETENTION**

Partner shall maintain complete and accurate records relating to:

- MDF activities
- Lead reporting
- Performance reporting
- Program compliance

For a minimum of three (3) years.

ConnectWise may request copies at any time.

25. **REGULATORY AND PUBLIC SECTOR COMPLIANCE**

Partner acknowledges that activities involving public sector entities may be subject to:

- Procurement regulations
- Anti-lobbying restrictions
- Gift limitations
- Bid protest risks

Partner bears sole responsibility for compliance and indemnifies ConnectWise against violations.

26. **AI AND AUTOMATED TOOL USE**

If Partner uses AI tools (including generative AI) in Program activities:

- Partner must ensure outputs do not infringe third-party rights.
- Partner remains solely responsible for accuracy.
- ConnectWise assumes no liability for AI-generated content used by Partner.

27. **REPUTATIONAL RISK CLAUSE**

ConnectWise may suspend or terminate participation if Partner engages in conduct that:

- Causes reputational harm
- Creates public controversy
- Violates social responsibility norms
- Results in adverse media exposure

Determination is made in ConnectWise's reasonable discretion.

28. MORALS CLAUSE

If Partner or its executives engage in conduct that:

- Is criminal
- Involves fraud
- Involves discrimination or harassment
- Results in regulatory investigation
- Reflects poorly on ConnectWise

ConnectWise may immediately terminate participation.

29. NO RELIANCE / NO ORAL MODIFICATION

Partner acknowledges it has not relied on:

- Sales statements
- Marketing materials
- Verbal assurances
- Forecasts or projections

30. NO GUARANTEE OF RESULTS

30.1 No Performance or Revenue Guarantee.

Participation in the Partner Program does not guarantee any level of revenue, pipeline generation, lead volume, conversion rates, customer acquisition, profitability, or business growth. ConnectWise makes no representations, warranties, or guarantees regarding the commercial success, financial outcomes, or return on investment resulting from Partner's participation in the Program.

30.2 Partner Assumes Business Risk.

Partner acknowledges that all business decisions, investments, and resource allocations made in connection with the Program are undertaken at Partner's sole discretion and risk.

31. PUBLICITY RESTRICTIONS

Partner may not:

- Issue press releases referencing Program participation
- Announce tier status publicly
- Use ConnectWise trademarks beyond authorized scope

Without prior written approval.

32. GOVERNMENT USE DISCLAIMER

ConnectWise products and Program benefits are commercial items developed at private expense. No additional rights are granted to government entities beyond those expressly stated in applicable agreements.

33. SURVIVAL OF AUDIT AND CLAWBACK RIGHTS

Audit, clawback, indemnification, and confidentiality obligations survive termination indefinitely where permitted by law.

34. LIMITATION OF DAMAGES — EXPANDED PROTECTION

Add this reinforcement language:

Under no circumstances shall ConnectWise be liable for:

- Loss of anticipated savings
- Loss of business opportunity
- Loss of goodwill
- Regulatory fines
- Third-party claims
- Data restoration costs
- Cost of substitute goods or services

Even if advised of the possibility of such damages.

35. CUMULATIVE REMEDIES

All rights and remedies of ConnectWise are cumulative and in addition to any other rights available at law or equity.

36. EQUITABLE RELIEF

Partner acknowledges that breach of confidentiality, IP misuse, or competitive misuse may cause irreparable harm. ConnectWise may seek injunctive relief without posting bond.

37. LANGUAGE AND INTERPRETATION

The English language version controls in the event of translation conflicts.

38. WAIVER OF SET-OFF

Partner may not withhold, deduct, or offset any amounts owed to ConnectWise against MDF claims or other disputes.

39. ANTI-BOYCOTT COMPLIANCE

Partner agrees to comply with applicable anti-boycott laws and shall not take actions that would cause ConnectWise to violate U.S. anti-boycott regulations.

40. THIRD-PARTY BENEFICIARY DISCLAIMER

Except as expressly stated, no third party is a beneficiary of this Agreement.

41. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed electronically and in counterparts, each deemed an original.

42. THIRD-PARTY PRODUCTS AND SERVICES DISCLAIMER

No Responsibility for Third-Party Products.

The Partner Program may reference, integrate with, enable access to, or otherwise involve third-party products, services, software, platforms,

content, or offerings ("Third-Party Products"). ConnectWise does not develop, control, endorse, warrant, or assume any responsibility for any Third-Party Products, including but not limited to GlassHive. GlassHive license is provided through third-party relationship and is subject to GlassHive T&Cs. Free licenses may be revoked. GlassHive license fees are non refundable.

No Liability.

To the maximum extent permitted by law, ConnectWise shall have no responsibility or liability for:

- The availability, functionality, security, accuracy, legality, or performance of any Third-Party Products;
- Any acts or omissions of third-party providers;
- Any damages, losses, outages, data breaches, security incidents, or failures arising from or related to Third-Party Products; or
- Any transactions, agreements, or relationships between Partner and any third party.

No Warranties.

All Third-Party Products are provided "AS IS" and "AS AVAILABLE," without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or interoperability.

Partner Responsibility.

Partner is solely responsible for:

- Evaluating and selecting Third-Party Products;
- Ensuring compliance with all applicable laws, licenses, and third-party terms; and
- Managing any disputes, claims, or liabilities arising from the use of Third-Party Products.

43. MANDATORY MEDIATION PRIOR TO LITIGATION

43.1 Good Faith Negotiation

In the event of any dispute, claim, or controversy arising out of or relating to the Partner Program, these Terms, or any related agreement ("Dispute"), the Parties shall first attempt in good faith to resolve the Dispute through informal negotiations between senior executives authorized to settle the matter.

43.2 Mandatory Mediation

If the Dispute is not resolved within thirty (30) days of written notice of the Dispute, the Parties agree to submit the Dispute to non-binding mediation administered by a mutually agreed mediator in Hillsborough County, Florida, unless otherwise required by mandatory local law.

The mediation shall:

- Be confidential
- Be conducted in English
- Be completed within sixty (60) days of mediator selection
- Be a condition precedent to filing any lawsuit

43.3 Exceptions

Notwithstanding the foregoing, ConnectWise may seek immediate injunctive or equitable relief without first engaging in mediation where necessary to:

- Protect intellectual property
- Prevent misuse of Confidential Information
- Enforce non-competition or misuse restrictions
- Address data security incidents

44. WAIVER OF JURY TRIAL

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE PARTNER PROGRAM.

This waiver applies to:

- Contract claims
- Tort claims
- Statutory claims
- Regulatory claims

Each Party acknowledges that:

- It has had the opportunity to consult counsel.
- This waiver is a material inducement to entering into the Agreement.

45. SECURITY COOPERATION AND INCIDENT RESPONSE

45.1 Security Program Requirement

Partner shall maintain commercially reasonable administrative, physical, and technical safeguards designed to:

- Protect ConnectWise systems
- Protect Confidential Information
- Prevent unauthorized access
- Mitigate cybersecurity risks

45.2 Security Incident Notification

Partner shall notify ConnectWise in writing within forty-eight (48) hours of becoming aware of:

- Any actual or suspected unauthorized access
- Any data breach involving ConnectWise data
- Any security vulnerability that may materially impact ConnectWise systems
- Any ransomware, malware, or compromise incident affecting Partner systems used in connection with the Program

45.3 **Cooperation Obligation**

Partner shall:

- Fully cooperate in any investigation
- Provide access to relevant records and personnel
- Preserve forensic evidence
- Implement remediation measures reasonably requested by ConnectWise

45.4 **Costs**

Partner shall bear all costs associated with remediation of security incidents caused by Partner's acts or omissions.

45.5 **Regulatory Notification**

Partner shall not make any regulatory or public notification referencing ConnectWise without prior written consent unless legally required.

46. **ANTI-MONEY LAUNDERING AND SANCTIONS COMPLIANCE**

46.1 **AML Representation**

Partner represents and warrants that:

- It complies with all applicable anti-money laundering (AML) laws and regulations.
- It maintains policies and procedures reasonably designed to prevent money laundering, terrorist financing, and other financial crimes.

46.2 **Sanctions Compliance**

Partner represents that neither it nor its beneficial owners, directors, officers, or controlling persons:

- Are listed on any sanctions list (including OFAC SDN List, UK Sanctions List, EU Consolidated List, UN lists).
- Are located in or controlled by persons in sanctioned jurisdictions.

46.3 **Ongoing Obligation**

Partner shall immediately notify ConnectWise if it becomes subject to:

- Sanctions designation
- AML investigation
- Regulatory enforcement related to financial crimes

46.4 **Audit and Verification Rights**

ConnectWise may request information reasonably necessary to verify AML and sanctions compliance.

46.5 **Immediate Termination Right**

ConnectWise may immediately suspend or terminate participation if it reasonably determines there is AML, sanctions, or financial crime risk.

47. **ENTIRE AGREEMENT**

These Program Terms, together with applicable agreements and Program documentation, constitute the entire agreement regarding the Program.