



**THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF CONNECTWISE PRODUCTS AND SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SCHEDULE THAT REFERENCES THIS AGREEMENT, 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 USE CONNECTWISE PRODUCTS AND SERVICES. 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.**

**You may not access any ConnectWise Products or Services if You are a direct competitor, except with ConnectWise's prior written consent. In addition, You may not access any Products or Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.**

## **1. INTRODUCTION**

1.1 This Master Agreement ("Master Agreement") is between ConnectWise, Inc. a Delaware corporation located at 4110 George Road, Suite 200, Tampa, FL 33634 or the ConnectWise affiliate identified on the Schedule ("ConnectWise") and your organization, ("Client" or "You" or "Your"), is effective on the date set forth in the referencing Schedule and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Addendums.

1.2 The Master Agreement may incorporate any applicable Addendum referenced in the applicable Schedule that is signed separately by the Parties.

## **2. DEFINITION**

2.1 "Addendum" means the additional terms and conditions applicable to the ConnectWise Offering attached hereto.

2.2 "Affiliate" with respect to Client means any legal entity in which the Client directly or indirectly Controls.

2.3 "Agent" means a single installation of the agent software on a specific operating system instance which can be identified as a unique host identification on a hardware server or, in the case of a device without an operating system, on a single computerized device managed by Client and which Agent communicates with the ConnectWise Server to transform directions from the ConnectWise Server into action tasks. A Server may have multiple operating system instances installed on it (through partitioning or virtualization). Each instance of the operating system on a partitioned/virtualized server must license an Agent.

2.4 "Agreement" means this Master Agreement, the applicable Addendum and applicable Schedule, and any document incorporated expressly therein by reference.

2.5 "ConnectWise Affiliate" means any company which owns, is owned by, or is under common ownership with ConnectWise. Ownership means having Control.

2.6 "ConnectWise Offering" means the individual offering (such as software, services, software as a service etc.) made available by ConnectWise as defined in the Addendum and/or Schedule.

2.7 "ConnectWise Server" means the Software's automation and remediation data center dedicated to: (i) processing information provided by the Agents; and (ii) transforming that information into computational tasks directed back to the Agents for the proper implementation and functionality of the Software.

2.8 "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, including, without limitation, ConnectWise Offerings, Documentation, and any benchmark data and results produced.

2.9 "Control" means ownership or control of greater than 50% of an entity's shares or control the board of such entity by force of law or contract, or the equivalent.

2.10 "Client Provided Materials" means any data, materials, items or information supplied to ConnectWise under the Agreement.

2.11 "Documentation" means the documentation, technical product specifications and/or user manuals, published by ConnectWise or any entity within ConnectWise group of companies (each a ConnectWise entity) that is made generally available with ConnectWise Offerings.

- 2.12 "Named Users" means a specific individual or device designated by Client to use or is managed by the ConnectWise Offering as specified in the Documentation. A non-human operated device or process may be counted as a Named User as specified in the Documentation if such device requires unique identification to the ConnectWise Offering (i.e. its own access credentials). Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to the ConnectWise Offering.
- 2.13 "Parties" means individually and or collectively ConnectWise and/or the Client.
- 2.14 "Schedule" means a signed mutually agreed ordering document such as a ConnectWise order quote or statement of work for the specific ConnectWise Offering licensed or purchased.
- 2.15 "Server" means a single computer or computer program that manages access to a centralized resource or service in a network.
- 2.16 "Subcontractors" means any entity which ConnectWise or a ConnectWise Affiliate has a contract for provision of certain services and will include terms to protect confidentiality and data.
- 2.17 "Term" means, with respect to each Schedule, the period during which the ConnectWise Offering is provided, licensed or granted.
- 2.18 "Transfer" means sending ConnectWise personal data or providing ConnectWise access to personal data.

### **3. ORDERING AND DELIVERY**

3.1 Under the terms of this Master Agreement and applicable Addendums, Client may license and ConnectWise shall provide the specific ConnectWise Offering as set forth in the applicable Schedule. This Master Agreement does not entitle Client's Affiliates to directly purchase any ConnectWise Offering from ConnectWise, unless such Affiliate enters into a participation agreement with ConnectWise to adopt and adhere to the terms for this Master Agreement and applicable Addendums.

3.2 Any terms that may appear on a Client's purchase order which purport to add to or otherwise vary from the referenced ConnectWise ordering document (including without limitation pre-printed terms) shall not apply to the Agreement and shall be deemed null and void.

3.3 Where delivery is required, the ConnectWise Offering will be delivered either by electronic delivery (ESD), or in tangible media carriage paid to (CPT), as defined in INCOTERMS 2010, from ConnectWise's shipping point as indicated in the Schedule. To the extent that the ConnectWise Offering involves ConnectWise Software, and if the ConnectWise Software is delivered by ESD, the obligation to deliver the ConnectWise Software shall be complete upon transmission of such software electronically to Client. At that time and place, all risk of loss of the copy of the ConnectWise Software shall pass to Client. ConnectWise agrees to be responsible for all customs duties and clearances and title to any ConnectWise hardware if included will pass upon point of delivery to carrier at ConnectWise's shipping location.

3.4 In the event of a dispute relating to one ConnectWise Offering, such dispute shall not impact any other obligation to pay for any ConnectWise Offering provided to Client. ConnectWise reserves the right, on 30 days' notice to the Client, to conduct an audit remotely or onsite of Client and/or its Affiliates' facilities to verify Client's compliance with the terms of the Agreement. ConnectWise agrees that such audit shall be conducted during regular business hours at Client's offices and ConnectWise shall endeavor to conduct such audit so as not to interfere unreasonably with Client's activities. ConnectWise may use a mutually agreed upon independent third party to conduct the audit subject to terms of non-disclosure, if required by Client. Unless supported by reasonable suspicion of a deviation from the terms of the Agreement audits shall be no more frequently than once per calendar year.

### **4. CONFIDENTIAL INFORMATION**

4.1 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 confidentially and 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 the receiving Party shall use 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.

4.2 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.

4.3 For the purposes of the Agreement, 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.

4.4 Nothing in the Agreement will (i) preclude ConnectWise from using the ideas, concepts and know-how which are developed in the course of providing any ConnectWise Offerings to Client or (ii) be deemed to limit ConnectWise's rights to provide similar ConnectWise Offerings to other customers. Client agrees that ConnectWise may use any feedback provided by Client related to any ConnectWise Offering for any ConnectWise business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

4.5 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.

4.6 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 the 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 Client'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.

## **5. FEES**

5.1 Unless an alternative date of payment is set out on the Schedule, all payments shall be made without deduction or set off and are due upon receipt of ConnectWise's invoice, which shall be deemed received no more than three (3) days from the invoice date as issued by ConnectWise. Client agrees to pay any applicable VAT, GST, sales tax, and any other applicable taxes (collectively the Taxes) in addition to the fees when such payments are due.

5.2 In the event a payment due date falls on a weekend or a holiday the payment shall be payable by Client to ConnectWise on the business day immediately prior to such date. 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 Client has a bona fide dispute supported by written explanation. If Client's account is overdue, ConnectWise reserves the right with prior written notice to withhold performance of its obligations under the Agreement, without liability, until such amounts are paid in full. Client agrees that ConnectWise may disable or interrupt functionality of an Offering or refuse to renew or replace an Offering, rendering some or all aspects of the Offering unusable by Client, at any time to enforce its rights under the Agreement.

5.3 All fees are non-cancellable and non-refundable unless a pro-rated refund applies as provided in the applicable Addendum.

## **6. TITLE**

ConnectWise retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all ConnectWise Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

## **7. WARRANTY**

7.1 Each Party represents and warrants that it has the legal power to enter into the Agreement.

7.2 ConnectWise represents and warrants that it owns or otherwise has sufficient rights to grant Client the rights defined in any Schedule during the Term.

7.3 Third Party Products. Under no circumstances shall ConnectWise have any responsibility or liability to Client with respect to any product or service provided by a third party even if such product or services was resold or distributed by ConnectWise. Such products and services are provided "as is" without warranty of any kind either express or implied.

## **8. INDEMNIFICATION**

8.1 ConnectWise will indemnify, defend and/or, at its option, settle any third party claims that Client's use of the specific ConnectWise Offering licensed or purchased by Client under this Agreement infringes any valid patent or copyright within the jurisdictions where Client is authorized to use the ConnectWise Offering. ConnectWise may, at its sole option and expense: (i) procure for Client the right to continue to use the ConnectWise Offering; (ii) repair, modify or replace the ConnectWise Offering so that it is no longer infringing; or if (i) and (ii) are not commercially practicable, (iii) provide a pro-rated refund of the fees paid for the ConnectWise Offering which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that ConnectWise is notified of the third Party claim. If the ConnectWise Offering is ConnectWise Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

8.2 ConnectWise shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the ConnectWise Offering except a modification by ConnectWise, (ii) if the ConnectWise Offering is not being used in accordance with ConnectWise's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a ConnectWise published update or patch provided at no additional charge, or (iv) if the alleged infringement results from a combination of the ConnectWise Offerings with any third party product. The indemnifications contained herein shall not apply and ConnectWise shall have no liability in relation to any ConnectWise Offering produced by ConnectWise at the specific direction of Client. **THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CONNECTWISE REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CLIENT WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.**

8.3 Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses as a result of a third party action alleging a bodily injury or death which arises from the provision of services under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortious conduct on the part of the indemnifying Party.

8.4 Client agrees to indemnify and defend ConnectWise against any claim, demand, suit or proceeding made or brought against ConnectWise by a third party alleging that any Client Data infringes or misappropriates such third party's intellectual property rights, or arising from Client's use of an Offering in violation of the Agreement, the Documentation, Schedule or applicable law (each a "Claim Against ConnectWise"), and Client will indemnify ConnectWise from any damages, attorney fees and costs finally awarded against ConnectWise as a result of, or for any amounts paid by ConnectWise under a settlement approved by Client in writing of, a Claim Against ConnectWise..

**8.5** Client shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Client Provided Materials by ConnectWise, (ii) if the alleged infringement would be avoided or otherwise eliminated by using materials provided by the Client to replace the infringing Client Provided Materials; or (iii) if the alleged infringement results from a combination of the Client Provided Materials and any third party products. **THE FOREGOING PROVISIONS STATE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY AND OBLIGATIONS OF CLIENT REGARDING CLAIMS OF INFRINGEMENT WITH RESPECT TO CLIENT PROVIDED MATERIALS UNDER THE AGREEMENT.**

8.6 The above indemnities are contingent upon: (i) the indemnified Party providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) the indemnifying Party's sole right to control the defense or settlement of any such claim, provided that the settlement does not require a payment or admission of liability on the part of the other Party, and (iii) the indemnified Party not taking any actions or failing to take actions that hinder the defense or settlement process as reasonably directed by the indemnifying Party.

## **9. LIMITATION OF LIABILITY**

**9.1** Under no circumstances shall ConnectWise be liable for any losses relating to the ConnectWise Offering or the actions of ConnectWise in connection with this Agreement that was not brought to its attention by Client 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 Client more than one (1) year following its delivery to Client. **EXCEPT IN THE CASE OF A BREACH OF EITHER PARTY'S CONFIDENTIALITY OR INFRINGEMENT OF CONNECTWISE'S INTELLECTUAL PROPERTY RIGHTS, AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY (INCLUDING ANY OF CONNECTWISE'S SUPPLIERS) SHALL BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY CONNECTWISE OFFERING, REGARDLESS OF WHETHER SUCH LOSS WAS FORSEEABLE OR A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY, EXCEED THE FEES**

**PAID AND OR OWED FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE BREACH DURING THE PREVIOUS TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER THE "FEES" SECTION ABOVE.**

**10. TERM & TERMINATION**

10.1 This Master Agreement shall continue in effect unless otherwise terminated in accordance with this section.

10.2 This Master Agreement and/or applicable Addendum(s) and/or the applicable Schedule 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.

10.3 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. Excepting for termination based on ConnectWise's uncured material breach, all fees are non-cancellable and non-refundable unless a pro-rated refund applies as provided in the applicable Addendum. In the event of a termination by ConnectWise for an uncured material breach by Client, all fees shall immediately become due and payable.

**11. DISPUTE RESOLUTION**

11.1 Any dispute, controversy or claim arising out of the Agreement or the interpretation thereof (a "Dispute") shall be resolved as provided in this section. Prior to the initiation of formal dispute resolution procedures, the Parties shall first meet as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute. If Client and ConnectWise are unable to resolve the Dispute within thirty (30) days after the referral of the Dispute to them, then each of ConnectWise and Client will appoint one (1) senior executive who is not involved on a day-to-day basis with the subject matter of the Agreement and will negotiate the matter in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings.

11.2 Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of: (i) the good faith determination by the appointed senior executives that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. The provisions of paragraphs (i) and (ii) will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonable necessary to protect its interests.

**12. GENERAL TERMS**

12.1 **Amendments.** The terms of the Agreement may only be amended by mutual written agreement of the Parties.

12.2 **Force Majeure.** Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, attacks by third parties, acts of terror, failure from Internet Service Provider, 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.

12.3 **Order of Precedence.** Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Schedule; (2) the relevant Addendum; (3) this Master Agreement. Notwithstanding this Order of Precedence, a Client issued purchase order shall have no force or effect whatsoever and shall not modify the terms of the documents indicated herein.

12.4 **Independent Contractors.** The Parties expressly agree that the relationship between them is that of customer-independent contractor.

12.5 **Client Data.** If Client Transfers any personal data to ConnectWise as a requirement pursuant to any ConnectWise Offering, then Client represents that (i) it is duly authorized to provide personal data to ConnectWise and it does so lawfully in compliance with relevant legislation, (ii) ConnectWise and any ConnectWise Affiliate or its Subcontractors can process such data for the purposes of performing its obligations and (iii) ConnectWise may disclose such data to any ConnectWise Affiliate and its Subcontractors for this purpose and may Transfer such data to countries needed to perform its obligations.

12.6 **Assignment.** If ConnectWise assigns or sells or otherwise transfers its rights to a business or product line or substantially all of its assets then ConnectWise may transfer its rights and obligations under the Agreement upon written notice to Client. Except as permitted above, neither Party may transfer, whether by operation of law or otherwise, the Agreement without prior written consent of the other Party, and consent shall not be unreasonably withheld. Attempts to transfer in contravention of this section shall be deemed null and void. The Agreement shall be binding on the Parties hereto and their respective successors and assigns.

12.7 **Import Export.** Client acknowledges that the ConnectWise Offering(s) is subject to control under European and U.S. law, including the Export Administration Regulations and agrees to comply with all applicable import and export laws and regulations. Client agrees that the ConnectWise Offering(s) will not be exported, re-exported or transferred in violation of U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Client has knowledge or reason to know that the ConnectWise Offerings are intended or likely to be used for such purpose.

12.8 **Non-Hire.** Client agrees that during the term of this Agreement, and for a period of twelve (12) months after termination of this Agreement, Client 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). Client 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.

12.9 **Interference and Competition.** Client shall not, directly or indirectly, during the term of this Agreement: (i) induce or influence any employee of ConnectWise or any other person or entity to terminate their relationship with ConnectWise; or (ii) produce a product or service that competes with the ConnectWise Offering.

12.10 **Announcements.** Client grants ConnectWise a royalty-free, limited, nontransferable (except in connection with an assignment of this Agreement), nonexclusive license during the term of this Agreement to use and display Client's logos and trademarks in customer lists, advertising materials, trade show materials and other literature identifying ConnectWise customers. ConnectWise may issue a press release regarding the transaction with Client.

12.11 **Counterparts.** This Master Agreement, any Addendum and any Schedule as applicable may be signed in any number of counterparts and each part shall be considered part of the whole and valid, legally binding document.

12.12 **Notice.** All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

12.13 **Headings.** The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

12.14 **Validity.** In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

12.15 **Third Parties.** This Agreement shall not create any rights in favor of, or any obligations owed by, any third Party unless otherwise expressly defined in any Addendum. The Parties agree that any action arising from this Agreement shall solely be brought by Client or ConnectWise.

12.16 **Governing Law and Jurisdiction.**

Who Client 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.

Client is contracting with:	The governing law is:	The courts having exclusive jurisdiction are:
ConnectWise, Inc. a Delaware Corporation	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

12.17 **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.

12.18 **Survival.** Sections pertaining to Confidentiality, Title, Limitation of Liability and Termination shall survive termination of this Master Agreement.

12.19 **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.

## **Software Addendum**

### **1. INTRODUCTION**

**1.1** This Addendum for ConnectWise Software ("Software Addendum") between ConnectWise, Inc., a Delaware corporation located at 4110 George Road, Suite 200, Tampa, FL 33634 or the ConnectWise affiliate identified on the Schedule ("ConnectWise"), and Client, ("Client" or "You" or "Your"), effective on the date set forth in the referencing Schedule specifies terms and conditions which apply to ConnectWise Software that ConnectWise will license to Client and the Assurance that applies.

**1.2** This Software Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between ConnectWise and Client. Any capitalized terms used in this Software Addendum shall have the meanings given in the Master Agreement unless otherwise provided herein.

#### **1.3 90 Day Satisfaction Guarantee.**

- i. ConnectWise is confident that the ConnectWise Software and ConnectWise's proven implementation methodology will dramatically improve Client's business. If ConnectWise has not improved Client's business and Client adheres to the following requirements, ConnectWise will return 100% of Client's paid monthly license fees.
  - a) The Satisfaction Guarantee begins at the date of signing this Agreement and continues for ninety (90) days and requires Client ConnectWise PSA Administrator to participate in all required implementation sessions, and satisfactorily complete all assignments.
  - b) Client will email or submit via ConnectWise Chat all technical and support issues to ConnectWise at Help@ConnectWise.com or www.connectwise.com/support and will give ConnectWise an appropriate opportunity to resolve these issues.
  - c) Client acknowledge that this guarantee does not cover a return of professional service fees for services rendered or features that are not yet in ConnectWise, such as features on the ConnectWise road map or Client requests for features and functionality in the ConnectWise Software.
  - d) Client's team will participate in a conference call to give ConnectWise an opportunity to resolve all issues.
  - e) Client acknowledges and agrees that cancellation without notice (no-show) of two (2) or more scheduled, accepted appointments with ConnectWise consulting and education team voids the Satisfaction Guarantee.

### **2. DEFINITION**

- A. "Access" means use of ConnectWise Software remotely by an Authorized End User.
- B. "Authorized End Users" means Client, Affiliate and their employees and independent contractors (but excluding any outsourcer, facilities management providers, managed service provider, or application service provider) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Client and not a third party.
- C. "Assurance" means the provision of telephone and online support, fixes, patches and new Releases made available while on active Assurance or new Versions if applicable to the generally available ConnectWise Software licensed by Client.
- D. "Authorized Use Limitation" means the quantity of the ConnectWise Software licensed in accordance with the License Metric specified on the Schedule.
- E. "ConnectWise Software" means the on premises computer software programs, made generally available and licensed to a Client under this Addendum pursuant to the applicable Schedule including all Versions, Releases, provided as part of Assurance if applicable.
- F. "Distributed" means the ConnectWise Software designated as distributed that is generally used for independent usage across individuals systems or hardware based on the Licensed Metric in a decentralized form of computing.
- G. "End User" means an unaffiliated, third party customer of Client that receives Managed Services for such third party's internal business purposes from Client.
- H. "License Metric" means the specific criteria for measuring the usage of the ConnectWise Software (such as Agents, Named Users, or Servers).
- I. "Managed Services" means the services provided by a Client to End Users using the ConnectWise Software and Client's intellectual capital and/or additional services supplied by Client.
- J. "Operations Center" or "OC" is the datacenter location where Client installs the ConnectWise Software to run the Managed Services.
- K. "Perpetual License" means a license to use ConnectWise Software for an indefinite period subject to compliance with the Agreement.
- L. "Release" means a general available release of a ConnectWise software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last



Version. Unless otherwise specified by ConnectWise for a particular product, a Release is tied to the preceding Version and is typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

- M. "Subscription" means a license to use ConnectWise Software on premises for a specific period of time which shall include Assurance unless otherwise stated in a Schedule.
- N. "Territory" is the location indicated on the Schedule where Client is authorized to install the ConnectWise Software.
- O. "Version" means a release of a ConnectWise Software Product that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service Packs (if they have occurred). Unless otherwise specified by ConnectWise for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

### **3. SOFTWARE OFFERING & OBLIGATIONS**

- 3.1** If Client's license is for internal use (ConnectWise Manage, ConnectWise Sell (formerly Quosal) and ConnectWise Automate (formerly LabTech for mid-market/internal use)) ConnectWise grants the Client a limited, non-exclusive, non-transferable license, for the Term to:
  - 3.1.1** install and deploy the ConnectWise Software in the Territory up to the Authorized Use Limitation.
  - 3.1.2** permit its Authorized End Users Access to the ConnectWise Software for Client's and Affiliates' internal business wherever located. Client hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Client.
- 3.2** If Client's license is for ConnectWise Automate, formerly LabTech, for use as Managed Services ConnectWise grants the Client a limited, non-exclusive, non-transferable license, for the Term:

Subject to the terms and conditions of the applicable Schedule, ConnectWise makes available to Client a nonexclusive, non-transferable, non-sublicenseable right to access and use the ConnectWise Software in accordance with the Documentation to provide Managed Services to End Users in the designated OC. This authorization includes use of the ConnectWise Software by Authorized Users, provided that Client shall be responsible for all use by such Authorized End Users. Client hereby expressly agrees that a breach by an Authorized End User or End User of the Agreement shall be considered to be a breach by and the responsibility of the Client.

- 3.3** Unless otherwise specified fees are based on Named Users or Agents as specified in the Schedule.
- 3.4** The ConnectWise Software's specifications and specified operating environment information may be found in the Documentation accompanying the ConnectWise Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file).
- 3.5** Upon request by ConnectWise, Client agrees to provide records reasonably requested by ConnectWise to verify its compliance with the Authorized Use Limitation defined in the Schedule during the period in which Client is licensed to use the Software and for a period of twelve (12) months after expiration including certified copies of statements or records as applicable. Such reports will be based on the License Metric indicated on the Schedule.
- 3.6** The grant of license is contingent upon Client's compliance with the following obligations set out under this provision: Client agrees, that it shall not: (i) access or use any portion of the ConnectWise Software not expressly authorized in the Schedule; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the ConnectWise Software; (iii) modify, unbundle, or create derivative works of the ConnectWise Software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the ConnectWise Software or use the ConnectWise Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy of the ConnectWise Software or Documentation; (vi) use the ConnectWise Software beyond the Authorized Use Limitation.
- 3.7** Installation. Client agrees to prepare Client's Equipment and site for ConnectWise Software installation in accordance with ConnectWise requirements: [www.ConnectWise.com/Requirements](http://www.ConnectWise.com/Requirements) Client agrees to maintain internet connectivity from Client's equipment to ConnectWise as specified by ConnectWise.
- 3.8** ConnectWise Administrator. Client agrees to appoint at least one administrator and a backup administrator that shall serve as ConnectWise's primary contact for assurance and services ("ConnectWise Administrator"). Client agrees that these ConnectWise Administrators will complete the necessary coursework to comply with our then-current requirements for the ConnectWise Administrator designation. ConnectWise will rely on all oral and written orders and instructions issued by these ConnectWise Administrators, including without limitation, instructions to initiate work and incur expenses on your account. Client may select and reassign ConnectWise Administrators, provided that any replacement meets the then-current requirements for the ConnectWise Administrator designation. Provided that Client

is current on payment of all Assurance fees ConnectWise will provide basic support to Client's ConnectWise Administrator(s) at no additional costs, except if Client's support usage surpasses the top 2% of companies in your company demographic, which is exclusive of implementation support time and generally twenty-five (25) hours of annual support. Client's ConnectWise Administrator and ConnectWise will mutually determine corrective actions.

**3.9** All rights not specifically granted hereunder are expressly reserved.

**4. ASSURANCE OFFERING**

4.1 If Assurance is purchased as defined in the Schedule, ConnectWise will provide Client with technical support for the ConnectWise Software to operate according to the Documentation, help desk support and Assurance for the ConnectWise Software based on Assurance guidelines published by ConnectWise.

4.2 In order to initiate an issue, Client will provide ConnectWise sufficient information so that ConnectWise can provide assistance to Client in a timely manner.

4.3 ConnectWise will make commercially reasonable efforts to provide a minimum of six (6) months prior written notice to Client if ConnectWise ceases to provide new Versions or Releases for a ConnectWise Software product.

4.4 If renewal fee of Assurance is defined on the Schedule then ConnectWise may automatically invoice Client for such renewal of Assurance unless ConnectWise receives not less than thirty (30) days written notice from Client prior to the anniversary of the applicable Term that such Assurance is not required.

**5. THIRD PARTY TERMS**

In the event that the ConnectWise Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the ConnectWise Software (e.g., a user manual, user guide, or readme.txt or notice.txt file).

**6. PERFORMANCE WARRANTY**

6.1 ConnectWise warrants that the ConnectWise Software as defined in the Schedule will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the ConnectWise Software subject to Client's compliance with the Agreement.

**7. PERFORMANCE WARRANTY REMEDY**

7.1 If ConnectWise has breached the warranty set forth in the section entitled: Performance Warranty, Client's remedy is for ConnectWise to, in consultation with Client, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the ConnectWise Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a pro-rata refund of the license fees paid and or Assurance fees. If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Schedule or if the ConnectWise Software is licensed under a Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years.

7.2 Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by ConnectWise, (ii) the ConnectWise Software is not modified and is being used in accordance with ConnectWise Documentation, and (iii) the breach is not attributable in whole or in part to any non-ConnectWise product(s) or service(s).

7.3 THE ABOVE WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY CONNECTWISE. NO OTHER WARRANTIES, INCLUDING THAT THE CONNECTWISE SOFTWARE IS ERROR FREE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CONNECTWISE OR ITS SUPPLIERS.

## **SaaS Addendum**

### **1. INTRODUCTION**

1.1. This Addendum for Software as a Service ("SaaS Addendum") between ConnectWise, Inc., a Delaware corporation located at 4110 George Road, Suite 200, Tampa, FL 33634 or the ConnectWise affiliate identified on the Schedule ("ConnectWise"), and Client, ("Client" or "You" or "Your") effective on the date set forth in the referencing Schedule specifies terms and conditions which apply to SaaS that ConnectWise will provide to Client.

1.2. This SaaS Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between ConnectWise and Client. Any capitalized terms used in this SaaS Addendum shall have the meanings given in the Master Agreement unless otherwise provided herein.

1.3. 90 Day Satisfaction Guarantee.

ConnectWise is confident that the SaaS and ConnectWise's proven implementation methodology will dramatically improve Client's business. If ConnectWise has not improved Client's business and Client adheres to the following requirements, ConnectWise will return 100% of Client's paid monthly license fees.

(i) The Satisfaction Guarantee begins at the date of signing this Agreement and continues for ninety (90) days and requires Client's ConnectWise Administrator to participate in all required implementation sessions, and satisfactorily complete all assignments.

(ii) Client will email or submit via ConnectWise Chat all technical and support issues to ConnectWise at [Help@ConnectWise.com](mailto:Help@ConnectWise.com) or [www.connectwise.com/support](http://www.connectwise.com/support) and will give ConnectWise an appropriate opportunity to resolve these issues.

(iii) Client acknowledges that this guarantee does not cover a return of professional service fees for services rendered or features that are not yet in ConnectWise, such as features on the ConnectWise road map or Client requests for features and functionality in the SaaS.

(iv) Client's team will participate in a conference call to give ConnectWise an opportunity to resolve all issues.

(v) Client acknowledges and agrees that cancellation without notice (no-show) of two (2) or more scheduled, accepted appointments with ConnectWise consulting and education team voids the Satisfaction Guarantee.

1.4.

### **DEFINITIONS**

2.1. "Authorized Use Limitation" means the limitation on usage of SaaS as measured by the Billing Metric specified in the Schedule.

2.2. "Authorized Users" means Client, its employees and independent contractors and/or its Affiliates or as otherwise defined in the SaaS Listing, that access and use SaaS provided that they are bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that they are acting on behalf of Client or its Affiliates.

2.3. "Billing Metric" means the metric for billing SaaS to Client as defined in the SaaS Listing (e.g., users, transactions, etc.).

2.4. "Client Data" means any information provided by Authorized Users in the course of accessing and using SaaS and stored in connection with SaaS.

2.5. "Data Center Region" means a geographic region that are served by one or more hosting facilities for ConnectWise SaaS.

2.6. "End User" means an unaffiliated, third party customer of Client that receives Managed Services for such third party's internal business purposes from Client.

2.7. "Force Majeure Event" means an event that arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, 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) and/or delays or outages caused by an internet service provider or independent (not a Party's subcontractor) hosting facility.

2.8. "Managed Services" means the services provided by a Client to End Users using the SaaS and Client's intellectual capital and/or additional services supplied by Client.

2.9. "Non-Production" means any Client deployed environment that is not Production such as development, test, staging, demonstration, or training environments.

2.10. "Production" means the "live" environment of SaaS that Client uses as their primary business environment.

2.11. "SaaS" or "SaaS Offering" means the online version of the ConnectWise software and/or type of online service defined in the Schedule and made available to Authorized Users via the Internet.

2.12. "SaaS Listing" means the operating parameters, data and data center location(s), applicable audit standards, availability standards and any other details for the specific SaaS Offering as published or made available

by ConnectWise. SaaS Listings may define provisioning and management processes applicable to the SaaS Offering, types and quantities of system resources (such as storage allotments), functional and technical aspects of the SaaS, as well as a catalogue of available service requests.

2.13. "SaaS Assurance" means support of the SaaS Offering so it operates materially in accordance with the Documentation.

2.14. "SaaS Release and Upgrade Policy" means ConnectWise's published policy on version and patch upgrades of its SaaS Offerings.

2.15. "Schedule" means a signed mutually agreed ordering document such as a ConnectWise order form or statement of work for the specific ConnectWise offering licensed or purchased.

2.16. "Scheduled Downtime" means planned downtime of SaaS availability for periodic and required maintenance events, including but not limited to, upgrades and updates to the SaaS and data center infrastructure where ConnectWise provides notice to Client at least 48 hours in advance.

2.17. "Service Level Availability" or "SLA" means the targeted availability levels measured in the Production environment, as specified in the SaaS Listing which may vary according to each SaaS Offering and its component capabilities.

2.18. "Security Breach" means access to Client Data by an unauthorized person or entity.

2.19. "Subscription Term" means the initial or renewal period of the subscription to a SaaS Offering as set out in the Schedule.

2.20. "Trial Period" means the period of time that Client accesses and uses SaaS for evaluation or trial set out in the Schedule. If no time is indicated, then the period shall be set for thirty (30) days from the effective date of the Schedule. For avoidance of doubt, only a Schedule which explicitly states that it is for trial or evaluation by the Client shall be considered a trial use.

### **3. SAAS OFFERING**

3.1. ConnectWise provides Client a non-transferable and non-exclusive right for Client and its Authorized Users to access and use SaaS during the Subscription Term in accordance with the Agreement.

3.2. If Client's license is for internal use (ConnectWise Manage, ConnectWise Sell (formerly Quosal) and the ConnectWise Automate (formerly LabTech for mid-market/internal IT use)) ConnectWise grants the Client a limited, non-exclusive, non-transferable license, for the Term:

3.2.1. use the SaaS up to the Authorized Use Limitation.

3.2.2. permit its Authorized End Users Access to the SaaS for Client's and Affiliates' internal business.

Client hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Client.

3.3. If Client's license is for ConnectWise Automate, formerly LabTech, for use as Managed Services ConnectWise grants the Client a limited, non-exclusive, non-transferable license, for the Term:

3.3.1 Subject to the terms and conditions of the applicable Schedule, ConnectWise makes available to Client a nonexclusive, non-transferable, non-sublicenseable right to access and use the SaaS in accordance with the Documentation to provide Managed Services to End Users. This authorization includes use of the SaaS by Authorized Users, provided that Client shall be responsible for all use by such Authorized End Users. Client hereby expressly agrees that a breach by an Authorized End User or End User of the Agreement shall be considered to be a breach by and the responsibility of the Client.

3.4. Unless otherwise specified fees are based on Named Users or Agents as specified in the Schedule.

3.5. Client acknowledges and agrees that in order for Client to access and use SaaS, Client is required to maintain minimum requirements such as operating system versions, browsers etc., as stated in the Documentation. If required, information about updates to minimum requirements will be provided to Client during the Subscription Term.

3.6. If ConnectWise provides software to Client to enable or to optimize SaaS during the Subscription Term, such software will be listed in the Schedule. Such software is specifically provided to Client to help Client utilize certain applications and web services that may be available through SaaS. In such cases, ConnectWise provides Client, during the Subscription Term, a non-transferable and nonexclusive right to use such software solely in connection with SaaS and for the sole purpose of allowing Client's applications or web services to utilize SaaS. The grant of rights for such software is contingent upon Client's compliance with the following obligations: Client agrees, that neither Client nor Authorized Users shall: (i) access or use any portion of the software not expressly authorized in the Schedule or the Documentation; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the software; (iii) modify, unbundle, or create derivative works of the software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the software or use the

software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy or version of the software or Documentation; (vi) use the software beyond the rights granted. Any installation of agents or software of any kind will be required to be removed at the end of the Subscription Term and either returned to ConnectWise or Client will be required to certify destruction or deletion of such items.

3.7. **Trials.** If SaaS is provided on a trial basis, Client agrees to access and use SaaS solely for trial and evaluation purposes during the Trial Period, in accordance with the usage restrictions set forth in the Schedule. At the end of the Trial Period, Client's right to access and use SaaS automatically expires and Client agrees to cease accessing and using SaaS and to de-install any agents or copies of software provided as part of the SaaS and certify to ConnectWise in writing that all copies or partial copies of any such software have been deleted from Client's computer libraries and/or storage devices and destroyed. If Client desires to continue its use of SaaS beyond the Trial Period, Client may enter into a Schedule and pay the applicable fees. DURING TRIAL PERIODS, CLIENT AGREES TO ACCESS AND USE SUCH SAAS ON AN AS IS BASIS AND AGREES THAT CONNECTWISE PROVIDES NO WARRANTIES, SLAS OR INDEMNITIES ARISING OUT OF SUCH ACCESS AND USE. ANY DATA ENTERED OR CONFIGURATION OF THE SAAS DURING THE TRIAL PERIOD WILL NOT BE STORED OR AVAILABLE AFTER THE TRIAL PERIOD.

#### **4. FEES, RENEWAL & TERMINATION**

4.1. The Authorized Use Limitation and associated fees shall be as set out on the Schedule. Unless otherwise stated, ConnectWise will monitor Client's SaaS usage. In the event Client exceeds the Authorized Use Limitation, the overage will be treated as an order for excess use and Client will be billed for the overage. The overage will be included in the Authorized Use Limitation for the remainder of the Subscription Term. Client agrees that the purchase of any SaaS is not contingent on ConnectWise providing any future features or functionalities. In addition, Client may order any service catalogue items which may be listed on the applicable Schedule or on the ConnectWise Support site ("ConnectWise Support Site") and by: entering into a separate Schedule for same; opening a ticket on the ConnectWise Support Site; submitting an order at the site listed on the Schedule, and/or if applicable; enter into an agreement for professional services. Client shall pay any associated fees arising out of any such order.

4.2. SaaS shall automatically renew for successive one (1) year periods, at the renewal rate set out on the Schedule or at the then current rate as invoiced for subsequent Subscription Term, unless and until either Party provides the other with written notice of its intention not to renew at least ninety (90) days prior to the expiration of the Subscription Term. Expiration or termination of any particular SaaS Offering shall not impact the validity of any other SaaS Offering Client may be subscribing to.

4.3. Data availability, retention and destruction post expiration or termination of the applicable SaaS Offering will be as follows:

- I. Client Data will be available to Client during the Subscription Term and may be retained by ConnectWise for a period of no more than thirty (30) days from the effective date of expiration or termination.
- II. A record of Client Data required to support audits of the billing transactions that occurred during the Subscription Term will be retained in accordance with ConnectWise's data retention policies for such activities and in accordance with the Agreement, including, without limitation, Article 6 (Security) of this SaaS Addendum. All other Client Data will be deleted from all Production and Non-Production Environments within sixty (60) days of such date.

4.4. ConnectWise may temporarily suspend any Client account, and/or a Client's access to or use of the SaaS if the Client or Authorized Users violate any provision within the "SaaS Offering" "Client Data" or "Client Responsibilities" sections of this Agreement, failure to make payment when due, or if in ConnectWise's reasonable judgment, the SaaS services or any component thereof are about to suffer a significant threat to security or stability based on any unauthorized use. ConnectWise will provide Client advance notice of any such suspension in ConnectWise's reasonable discretion based on the nature of the circumstances giving rise to the suspension. ConnectWise will use reasonable efforts to re-establish the affected SaaS services promptly after ConnectWise determines, in its reasonable opinion, that the situation giving rise to the suspension has been cured; however, after any suspension period, ConnectWise will make available to Client the Client Data and SaaS as existing in the Production environment on the date of suspension. ConnectWise may terminate the SaaS services under an order if any of the foregoing causes of suspension is not cured within 30 days after ConnectWise's initial notice thereof. Any suspension or termination by ConnectWise under this paragraph shall not excuse Client from its obligation to make payment(s) under this Agreement.

#### **5. CLIENT DATA**

5.1. Client exclusively owns all rights, title and interest in and to all Client Data which may include personally identifiable information. Client Data shall be considered to be Confidential Information under the Agreement. Client

Data will be stored and processed in the Data Center Region specified in the SaaS Listing. ConnectWise shall not access Client's user accounts, or Client Data, except (i) in the course of data center business operations if required, (ii) in response to SaaS or technical issues, or (iii) at Client's specific request as reasonably required in the provision and support of SaaS.

5.2. ConnectWise may utilize subcontractors in the provision of SaaS Services so long as such subcontractors are bound to contractual terms no less protective of Client's rights provided hereunder and provided further that any use of subcontractors in the operation of any applicable data center is subject to the same security controls and audits as if performed by ConnectWise employees. The Parties understand and agree that ConnectWise remains fully liable under the terms of the Agreement for any breach caused by a subcontractor of ConnectWise.

5.3. ConnectWise will collect, modify and analyze meta data and/or operations data, including, but not limited to, number of workstations by operating system, system log files and transaction counts which relate to system utilization and performance statistics, all as deemed necessary by ConnectWise.

5.4. Client may access reports and/or information through SaaS until the end of the Subscription Term. All reports and other output will be produced in standard readable format (e.g., CSV, XML) and transmitted according to the transmission protocols used by the SaaS Offering for such transmissions. Any specific reports or data requested by Client at the end of the Subscription Term that is not available through SaaS or produced in customized formats will be charged based on the scope of the request. Such fees will be agreed in writing between Client and ConnectWise.

5.5. In case of a Force Majeure Event, Client acknowledges and agrees that Client Data may not be fully recoverable beyond the last restoration archive point, the frequency of which is described in the SaaS Listing.

5.6. Client agrees not to provide any health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless it is a supported feature in the Documentation of the applicable SaaS Offering.

## **6. SECURITY**

6.1. ConnectWise will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of the Client Data.

6.2. ConnectWise will not be responsible for any unauthorized access, alteration, theft or destruction of Client Data, unless caused as a result of ConnectWise's negligence or intentional misconduct, in which case ConnectWise's only obligation and Client's exclusive remedy is for ConnectWise to use commercially reasonable efforts to restore the Client Data from the most recent back-up. ConnectWise is not responsible for unauthorized access, alteration, theft or destruction of Client Data arising from Client's own or its Authorized Users' actions or omissions in contravention of the Documentation.

6.3. In the event that ConnectWise has determined that a Security Breach will or is likely to cause harm to the Client or an Authorized User, ConnectWise will, as promptly as practicable but in no event later than as required by law, provide Client with notice of the Security Breach. After initial notification, ConnectWise will keep Client updated at periodic intervals on the steps taken by ConnectWise to investigate the Security Breach including providing a reasonably detailed incident report, including measures to be taken by the Client to minimize potential damages. Such report will be provided promptly but no later than thirty (30) days following completion of the report. The Parties understand and agree that if ConnectWise is prevented by law or regulation from providing such notice(s) and/or reports within the time frames, such delay shall be excused.

## **7. SAAS ASSURANCE**

7.1. Upon the start of the Subscription Term, ConnectWise will send an email to Client's technical contact, identified on the Schedule, providing information to connect and access SaaS and SaaS Assurance.

7.2. The Client shall be provided with SaaS Assurance during the Subscription Term in accordance with ConnectWise's Support Policies. To access SaaS Assurance, Client may utilize the ConnectWise support website, or other site or notification mechanism as ConnectWise may designate from time to time.

7.3. Access to SaaS Assurance is limited to supported versions of the SaaS Offerings, as per the SaaS Upgrade Policy. Extended support agreements for non-supported versions of SaaS Offerings are not offered.

7.4. For any SaaS Assurance requests, Client should be prepared to provide to support personnel all pertinent information, in English, including but not limited to, Client number or site identification number, incident severity, SaaS Offering, SaaS environment (Production or Non-Production), incident description, and a technical contact familiar with Client's environment or the problem to be solved. Client must use reasonable efforts to communicate with ConnectWise in order to verify the existence of the problem and provide information about the conditions under which the problem could be re-created.

7.5. Upon receiving Client's technical contact information, SaaS Assurance will be provided in a timely and professional manner by qualified support engineers. SaaS Assurance shall consist of:

i. Access to ConnectWise support website for 24x7x365 online support and access to ConnectWise software product and Documentation, incident severity description with response objectives listed, Frequently Asked

Questions, samples, webcast recordings and demos, usage tips and technical updates, as such are made generally available by ConnectWise.

- ii. Access to ConnectWise help desk and the ability to open and manage support incidents via ConnectWise support online or by telephone.
- iii. Production environment support: 24x7 for severity 1 incidents; normal business hours for severities 2- 4.
- iv. If applicable to the SaaS Offering, Non-Production environment support: Normal business hours for incidents of all severities.
- v. Interactive remote diagnostic support allowing ConnectWise support engineers to troubleshoot an incident securely through a real-time browser based remote control feature for support issues which may be resident in Client's software or systems.

7.6. Additional support such as file storage, point in time backup, periodic file refresh and basic reporting may be available at ConnectWise's discretion according to the type of SaaS Offering provided and where indicated on the Schedule or in the SaaS Listing. Any additional support requirements are by prior written agreement of ConnectWise.

7.7. During the Subscription Term, if Client requests specific scripts, connectors or customizations in order to optimize usage of SaaS, Client may request ConnectWise to provide such services. Such services will be provided through a professional services agreement with ConnectWise for a separate fee, or as mutually agreed by the Parties.

7.8. **ConnectWise Administrator.** Client agrees to appoint at least one administrator and a backup administrator that shall serve as ConnectWise's primary contact for assurance and services ("ConnectWise Administrator"). Client agrees that these ConnectWise Administrators will complete the necessary coursework to comply with our then-current requirements for the ConnectWise Administrator designation. ConnectWise will rely on all oral and written orders and instructions issued by these ConnectWise Administrators, including without limitation, instructions to initiate work and incur expenses on your account. Client may select and reassign ConnectWise Administrators, provided that any replacement meets the then-current requirements for the ConnectWise Administrator designation. Provided that Client is current on payment of all Assurance fees ConnectWise will provide basic support to Client's ConnectWise Administrator(s) at no additional costs, except if Client's support usage surpasses the top 2% of companies in your company demographic, which is exclusive of implementation support time and generally 25 hours of annual support. Client's ConnectWise Administrator and ConnectWise will mutually determine corrective actions.

## **8. MAINTENANCE AND UPGRADES**

8.1. ConnectWise may update, improve, modify or add new functionality to SaaS during the Subscription Term for optimization of SaaS as necessary in order to maintain performance and/or fix any issues during the Subscription Term. In the event any update will materially change either the administrator or user experience, ConnectWise will provide Client reasonable prior notice (not less than 30 days) and will provide a preview site where Client can observe such changes where applicable, provided however, that ConnectWise may make a change with shorter or no notice if the change is required by law or to fix a security vulnerability.

8.2. ConnectWise may make changes or updates to the SaaS infrastructure (such as compute infrastructure, storage technology, security, technical configurations, hosting facilities within Data Center Region, etc.) during the Subscription Term, including to reflect changes in technology, industry practices, and patterns of system use.

8.3. Client is obligated to stay current on a supported version of the SaaS Offering, as per the SaaS Release and Upgrade Policy.

## **9. CLIENT RESPONSIBILITIES**

9.1. Client is responsible for all activities that occur in, or are related to, user accounts including the data, information stored or transmitted when accessing SaaS. All applications residing within Client environment or installed on 3rd party service providers on behalf of Client that integrate to SaaS shall be managed and supported by Client. Client is also responsible for managing components that are downloaded onto their environment such as web browser based software plug-ins that extend SaaS.

9.2. As Client may integrate or utilize third party links to other software, hardware or other services which are associated with, or otherwise available through the SaaS, Client agrees that it and/or its Affiliates, its Authorized Users and anyone acting on their behalf shall use such third party links at their sole discretion. ConnectWise shall have no responsibility or liability with respect to such third party links used by Client's and/or its Affiliates, its Authorized Users or for any act or omission of any such third party provider.

9.3. Client shall not: (i) make SaaS available to any third party not authorized or as otherwise contemplated by the Agreement; (ii) send or store code that can harm or result in damage to SaaS (including but not limited to malicious code and malware); (iii) willfully interfere with or disrupt the integrity of SaaS or the data contained therein; (iv) attempt to gain unauthorized access to the SaaS or its related system or networks; (v) use SaaS to

provide services to third parties except as expressly permitted by the Agreement; (vi) use SaaS in order to cause harm such as overload or create multiple agents for the purpose of disrupting operations of a third party; (vii) remove or modify any program markings or any notice ConnectWise's or its licensors' proprietary rights; (viii) perform or disclose any benchmark or performance tests on the SaaS; or (ix) perform or disclose any of the following security testing of the SaaS environments or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing or any other test or procedure not authorized in the Documentation. A breach by the Client of its obligations under this section shall be considered a material breach of the Agreement.

#### **10. WARRANTY**

10.1. ConnectWise warrants that during the Subscription Term, the SaaS shall perform materially in accordance with the applicable Documentation subject to Client's compliance with the Agreement. During any Trial Period, this warranty shall not apply.

10.2. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CONNECTWISE.

10.3. Client warrants that (i) it has the right to transmit Client Data and any data or information as may be required for the purposes of accessing SaaS, (ii) it is responsible for all activities that occur in user accounts, and (iii) it shall not misuse SaaS by sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material or material that is harmful to children or violates third party privacy rights.

#### **11. WARRANTY REMEDY**

11.1. If it is established that ConnectWise has breached the above warranty, ConnectWise may, at its option, (i) use reasonable efforts to cure the defect in the SaaS; (ii) replace the SaaS with SaaS that materially conforms to the specifications in the Documentation; (iii) in the event ConnectWise cannot, after commercially practicable attempts to do so, achieve the remedies in (i) or (ii), ConnectWise may terminate the subscription to the SaaS and provide a refund of pre-paid, unused fees calculated against the remainder of the Subscription Term as of the effective date of such termination. Client must report the alleged breach of warranty with reasonable specificity in writing within thirty (30) days of its occurrence to benefit from this warranty and the remedies stated herein. The above warranty remedies are ConnectWise's sole obligation and Client's sole and exclusive remedy for breach of the above warranty.

#### **12. SERVICE LEVEL OBJECTIVES**

12.1. ConnectWise: (i) intends to provide at least 99.99% uptime of SaaS, except for Scheduled Downtime or Force Majeure Events, (ii) shall use commercially reasonable methods to limit Scheduled Downtime so that disruption to your business is minimized, (iii) will use commercially reasonable methods to protect the security and integrity of Client data, (iv) will include all software updates at no additional cost, except where ConnectWise may, at its option, enhance the functionality, utility or efficiency of Software by producing new versions or add-on modules during the life of this Agreement. Upon Client's request ConnectWise will provide information regarding the terms and conditions, including additional fees, if any, required to license such new versions or modules.

12.2. If Client cannot access SaaS during the Subscription Term, Client should contact ConnectWise to receive SaaS Assurance.

12.3. If it is determined by Client and confirmed by ConnectWise that SaaS is unavailable beyond the default threshold identified in the applicable SaaS Listing measured on a monthly basis during three contiguous months, then Client has the right to elect any of the remedies specified therein.

12.4. The following events shall be excluded from the calculation of Service Level Availability: (i) Force Majeure Event; (ii) outages due to Scheduled Downtime; (iii) outages based on Client networks or domain name server issues; (iv) Client's configuration, scripting, coding drafted by Client without ConnectWise's authorization or knowledge; (v) internet outages; (vi) outages requested by Client; (vii) Client changes to its environment which hinder SaaS production; (viii) outages to remedy a security vulnerability or as required by law and (ix) inability for Client to log in to SaaS service because of dependence on non-ConnectWise provided services or components.



## **Services and Education Addendum**

### **1. INTRODUCTION**

1.1 This Addendum for Services and Education ("Services Addendum") between ConnectWise, Inc., a Delaware corporation located at 4110 George Road, Suite 200, Tampa, FL 33634 or the ConnectWise Affiliate identified on the Schedule ("ConnectWise"), and Client, ("Client" or "You" or "Your"), effective on the date set forth in the referencing Schedule specifies terms and conditions which apply to Services and Education that ConnectWise will provide to Client.

1.2 This Services Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between ConnectWise and Client. Any capitalized terms used in this Services Addendum shall have the meaning given in the Master Agreement unless otherwise provided herein.

### **2. DEFINITIONS**

2.1 "Attendees" means the participants authorized by the Client to attend Education classes or courses or as indicated in the Schedule.

2.2 "ConnectWise Intellectual Property" means Deliverables, business processes, software, tools, databases, data, materials, information, and any derivatives or modifications thereof, which includes, without limitation any and all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, that are either (i) owned at any time (ii) developed independently of the Services (iii) licensed from a third party.

2.3 "ConnectWise Personnel" means employees, sub-contractors or agents on behalf of ConnectWise that have entered into confidentiality provisions no less restrictive than defined in the Agreement.

2.4 "Course Materials" means any Education content provided to Client in any media pursuant to a Schedule, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by ConnectWise or a ConnectWise subcontractor.

2.5 "Client Intellectual Property" means Confidential Information and any business requirements, materials, information and/or intellectual property owned or licensed that is provided by Client, which includes, without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property rights that may be accessed or used during the provision of Services but in all cases excludes any ConnectWise Intellectual Property.

2.6 "Deliverables" means items provided to the Client pursuant to an SOW.

2.7 "Education" means any standard or customized education offerings, training or instruction, or related services, provided by ConnectWise or a ConnectWise subcontractor in any format or location, including without limitation, (i) instructor led training, including at ConnectWise or Client site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing, at a ConnectWise or third party training facility.

2.8 "Prepaid Funds" means a pool of funds prepaid by Client which may be applied to Services or Education pursuant to a mutually agreed upon Schedule.

2.9 "Project Coordinator" means the individual appointed by a party to act as a project coordinator for each Services engagement to (i) coordinate the performance of its obligations under the Agreement, (ii) act as its representative regarding the Services, and (iii) maintain primary responsibility for communication with the other party in relation to the Services.

2.10 "Services Documentation" means the documentation provided to the Client pursuant to a Services engagement, including without limitation, such documentation describing the project specifications, design, configuration, architecture and testing procedures, or installation and user guides, as applicable.

2.11 "Services" means the professional services provided by ConnectWise or its designated subcontractors to the Client as set out in the relevant SOW.

2.12 "SOW" or "Statement of Work" means a description of Services to be provided or as referenced in the Schedule.

### **3. SERVICES OFFERING**

3.1 ConnectWise will provide the Services as agreed in a SOW or Schedule, on the basis of time and materials, fixed price or staff augmentation each of which will be further described in the SOW.

3.2 ConnectWise will determine the resources required for the provision of the Services.

3.3 Client may request ConnectWise to change any particular ConnectWise Personnel assigned to the provision of the ConnectWise Services upon prior written notice provided that it can show reasonable cause for such request. ConnectWise will use reasonable efforts to replace such ConnectWise Personnel subject to parties agreeing that work schedules or time allotted for the Services may be impacted and require a change order.

### **4. EDUCATION OFFERING**

4.1 ConnectWise will provide Education as agreed in a Schedule. The Schedule will indicate the courses or classes ordered, the number of Attendees and the location of the Education services, if applicable. Client is responsible for any travel costs and/or expenses incurred to attend Education.

4.2 ConnectWise may require the registration or pre-registration of Client's Attendees in order to attend or access the applicable Education. Client acknowledges that ConnectWise has (or reserves) the right to refuse entry or access to any individual that cannot authenticate their registration or authorization for such Education. Any customized educational courses will be based on the rates and expenses of the instructor providing the course or such fees as stated in the Schedule, as applicable.

4.3 If ConnectWise cancels a class, due to unforeseen circumstances, or low enrollment, ConnectWise will provide as much advance notice as possible but no less than ten (10) business days prior to the class in which case Client may receive credit or reschedule the class to an alternative time

4.4 Cancellation in writing by Client must be provided at least fifteen (15) business days prior to the class. If such notice is not given ConnectWise may charge up to 100% of the fees for the class. If fees are pre-paid, no refund will be provided.

### **5. COOPERATION**

5.1 Each party acknowledges that the success of the Services requires the cooperation of both parties. Client and ConnectWise shall each assign, where appropriate, a Project Coordinator that has requisite authority to decide day-to-day questions that may arise in relation to the Services as defined in the SOW.

5.2 Client acknowledges and agrees that in order for ConnectWise to effectively perform the Services in a timely manner, Client will cooperate with ConnectWise by making available on a timely basis (i) management decisions, information, approvals and acceptances (such as a milestone acceptance form where applicable) required by ConnectWise for the completion of the Services; (ii) appropriate access to Client facilities, personnel, equipment, resources and systems; and (iii) any relevant information and documentation as necessary to facilitate performance of the Services. In addition to the above, Client shall supply ConnectWise Personnel with suitable office and work space, and normal office equipment and support, adequate computer resources (including necessary rights to third party software), internet, telephone and facsimile support as necessary to perform the Services.

5.3 Each party agrees to assign competent and qualified staff to participate in the performance of the Services.

### **6. FEES AND EXPENSES**

6.1 Client will pay to ConnectWise the fees, expenses and other charges as provided for or as defined in the Schedule.

6.2 ConnectWise will invoice expenses that are approved by Client in accordance with ConnectWise's expense policy, which may be provided to Client upon request.

6.3 The Services are to implement the pre-existing features and functions of ConnectWise Software and do not include any customization or development activity that impacts any of the full features and benefits and underlying source code of the ConnectWise software. Payment of license fees and/or support fees for ConnectWise software is not contingent upon Client receiving the Services.

6.4 Costs for Services are estimated. Fees for Services are based upon ConnectWise's understanding of the project. If any scope/level-of-effort changes are discovered, the estimate for the timeline and the resources and fees required to complete the project will be communicated to Client. Changes in the scope/level-of-effort shall be agreed to by the parties via amendment to the Schedule.

6.5 Client acknowledges and agrees that it must use Prepaid Funds within one (1) year from the effective date of the Schedule purchasing such funds. Any portion of Prepaid Funds unused following such period shall expire and not be subject to any refund or credit.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 Client shall retain all rights in and to Client Intellectual Property, including all Client Intellectual Property that may be contained in the Deliverables, and such rights shall remain vested in Client.

7.2 ConnectWise shall retain all rights in and to all ConnectWise Intellectual Property and such rights shall remain vested in ConnectWise.

7.3 If information or materials are used by a party in the performance of its obligations in the Agreement, such use of information or materials shall not transfer ownership of that information or materials to the other party.

7.4 Client shall have the right to modify or adapt the Deliverables as required or deemed appropriate by Client ("Modifications"), however any such Modification shall render void any warranties or indemnities provided by ConnectWise and its licensors or subcontractors.

7.5 ConnectWise grants to Client, a non-exclusive, limited, non-transferable license to use the Deliverables and Modifications for internal business purposes subject to terms of the Agreement. Where the Deliverables or Modifications are to be used in conjunction with ConnectWise software then the license to use the Deliverables or Modifications shall be consistent with the usage limitations as set out in the license agreement for such ConnectWise software.

## **8. WARRANTY**

8.1 ConnectWise warrants that it will perform the Services and/or instructors will provide Education in a professional workman like manner.

8.2 Client shall provide written notice of a warranty claim within thirty (30) days of date of delivery ("Notice") of the Services or Education claimed to be in breach of the above warranty. If Notice is not provided to ConnectWise that a breach occurred and/or if milestone or acceptance forms are signed by Client, then the Deliverable, Services and/or Education will be deemed delivered in accordance with the warranty obligations.

8.3 EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY AND NONINFRINGEMENT AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CONNECTWISE. THE WARRANTY REMEDY BELOW IS CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTIES SET FORTH ABOVE.

## **9. WARRANTY REMEDY**

9.1 In the event of a breach by ConnectWise of the above Warranty section, Client's remedy, at ConnectWise's discretion and in consultation with Client, shall be to re-perform the Services and/or Education at no additional charge to Client or to refund the applicable fees paid which correspond to the Services, applicable Deliverable or Education. These remedies are contingent upon the following: (i) that the Deliverable has not been modified by Client; and (ii) that the alleged breach did not result from Client's failure to abide by its obligations defined in the applicable Schedule or for its failure to follow the Services Documentation.

10. **CHANGE REQUEST**

Upon request by Client or ConnectWise, the scope of Services may be adjusted through a mutually agreed change order defining the impact of any changes, including the fees or any other aspect of the provision of the Services.