

Service Leadership End User License Agreement (“EULA”)

This end User License Agreement (“EULA”) is entered into by and between Service Leadership, Inc., a division of ConnectWise, LLC (hereinafter “S-L,” “We,” “Us,” “Our,” and “their affiliates”) and you (hereinafter “You,” “Your,” or the “Company”), this day (“Effective Date”). The Service Leadership Index® Program (the “Program”) is a quarterly financial and operational benchmarking service for IT Solutions Providers that are seeking to improve company results by benchmarking their metrics to the best performing companies in the industry. S-L will perform the quarterly benchmarking and provide the Program and certain deliverables pursuant to the terms of this EULA. We require that You agree to this EULA before You may access the Program or any of Our other related services. Capitalized terms used in this EULA have the meanings set forth in the body of this EULA or as described in Section M (Definitions) herein.

BY CLICKING “I AGREE” BELOW OR OTHERWISE USING THE PROGRAM, YOU ARE AGREEING TO THE ENTIRETY OF THE TERMS CONTAINED WITHIN THIS EULA. THIS EULA IS A LEGALLY BINDING AGREEMENT. YOU SHOULD BE AWARE OF YOUR RIGHTS AND OBLIGATIONS BEFORE AGREEING TO THESE TERMS. THIS EULA INCLUDES IMPORTANT PROVISIONS THAT DISCLAIM AND LIMIT THE LIABILITY OF S-L, AND YOU ACKNOWLEDGE AND AGREE THAT THOSE DISCLAIMERS AND LIMITATIONS ARE FUNDAMENTAL TO THIS EULA IF YOU REPRESENT A COMPANY OR ENTITY, OR IF YOUR COMPANY OR ENTITY USES OR BENEFITS FROM THE PROGRAM, THEN YOUR CONSENT TO THIS EULA BINDS BOTH YOU AND YOUR COMPANY OR ENTITY. THESE TERMS ARE SEPARATE FROM THE TERMS OF SERVICE FOR QUICKBASE INC. AGREEING TO THIS EULA DOES NOT ALTER THE QUICKBASE TERMS OR RELEASE YOU FROM ANY RESPONSIBILITIES YOU MAY HAVE UNDER THOSE TERMS. FURTHER, THE QUICKBASE TERMS DO NOT CHANGE OR SUPERCEDE ANY OBLIGATIONS UNDER THIS EULA.

If You do not agree to the terms of this EULA, You are instructed to not use the Program. You hereby agree as follows:

A. The Program

As part of the Program, each calendar quarter You shall input Your financial and operational performance via S-L’s secure data collection system during the pre-announced window in accordance with the requirements as described in Section D below. Thereafter, S-L will produce and deliver the Deliverables (as defined below) for confidential use within Your Company only.

B. Fees and Payment

During the Term, a service fee will be due every month, or such other frequency as may be otherwise mutually agreed upon by the parties. If You purchase Additional Services from S-L, payment for those Services will be due and payable within fifteen (15) days of the invoice date for those Additional Services.

C. Term and Termination

The term of this Agreement will be for one (1) year (the “Initial Term”). This EULA will automatically renew at the end of each annual Term (each, a “Renewal Term”) unless any party to this EULA provides the other with written notice of termination. The Initial Term and all Renewal Terms are, collectively, the “Term.”

Without limiting the foregoing, We may terminate this EULA and Your access to the Service, Programs, and Deliverables immediately upon notice if You materially breach any provision of this EULA, including the confidentiality terms, or if We discover that You have taken

any action in an attempt to (a) circumvent Our security measures; (b) discover the identity of other companies submitting information through the Program; or (c) use the Deliverables or information received from us in any manner that is not expressly authorized under this EULA. The following sections as contained within this EULA, together with any other term that by its nature should reasonably continue, shall survive any expiration or termination of this EULA: (i) Section B (Fees and Payment); (ii) Section D (Data Entry and Deliverables); (iii) Section E (Confidentiality); and (iv) Section M (Definitions). S-L shall not be obligated to refund any amounts paid by You prior to any such termination of this EULA.

You may continue to use any Reports received by You prior to termination or expiration of this EULA, provided that all such use must strictly comply with the terms of this EULA.

D. Data Entry and Deliverables

You agree to use S-L provided training resources before Your first data entry. This mandatory training will teach You how to enter quarterly data accurately into S-L's data collection system and beneficially use the Deliverables and tools made available to You.

During Your first-time entering data into S-L's system You agree to input a minimum of the most recent four (4) consecutive quarters of data. You may also input up to eight (8) of the most recent quarters if You wish to enable and benefit from longer-term trend reporting beginning with Your first report. You represent and warrant that (i) You will enter Your data promptly in compliance with S-L's data entry timelines; and (ii) the data You enter into S-L's system is accurate and complete to the best of Your knowledge. If You discover that any data that You entered was not substantially accurate and/or incomplete, You shall promptly correct the error dating back as far as seven (7) quarters.

Should You have visibility to a group dashboard as a result of Your membership within a peer group, You will be identified in the Deliverables by a designated alias assigned by S-L. In general, the alias will encompass the city name contained within Your Company's mailing address. You may request the utilization of an alternate alias and subsequently provide Your own proposed alias to S-L accordingly. S-L may in its sole discretion choose to (i) accept Your proposed alias; or (ii) provide You with a supplemental alias.

After termination or expiration of this EULA, We may continue to retain, use, process, analyze, share, and report on the data that You submitted, provided that We do not identify You as the source of the data. Any output or results of Our use or processing is owned solely by S-L. You are responsible for keeping a copy of Your data, and S-L is under no obligation to return Your data to You. You may be a member of other group(s) that S-L benchmarks, for which You are expressly agreeing to Our utilization of Your data associated with any and all of the related groups as evidenced by Your execution of this EULA. You hereby approve and authorize S-L to use Your data from any other membership account, or any other relationship, that You have with S-L, including without limitation from any S-L account with any other group with which You are registered.

E. Confidentiality

We will maintain reasonable measures to protect Your data from being disclosed by S-L in a manner that might identify You to third parties; provided however, that We may disclose Your data (in aggregate form only) to third parties, as well as Our third-party service providers and other third parties that assist Us in providing Our products and services.

The Program, Deliverables, and any associated materials are deemed to be confidential information of S-L and shall not be shared by You, except as permitted within this EULA. Without limiting the foregoing, any information provided by S-L or You to the other during the Term of the

EULA is confidential unless it meets a Confidentiality Exception as described below. You agree that You will not disclose S-L confidential information except to Your employees that are made aware of Your confidentiality obligations. You may also disclose confidential information to a consultant or independent contractor if they are under a confidentiality agreement with You that is at least as protective as this EULA. You agree that You are liable for any breach of confidentiality committed by an employee, consultant, independent contractor or any other third party on Your behalf. Information is not confidential to the extent that it meets one of the following exceptions (“Confidentiality Exceptions”): (i) it was in the possession of the receiving party without an obligation of confidentiality before it was disclosed; (ii) it becomes generally available to the public, either before or after disclosure, due to no fault of the receiving party; (iii) it is approved for release by the disclosing party, in which case the disclosing party may be subject to additional terms and restrictions; and/or (iv) it is independently obtained by the receiving party without knowledge that the disclosing party possessed the information as confidential.

You grant S-L the right to use and disclose certain financial and operational information derived from Your data to third parties, provided that Your information will be aggregated with the information from multiple companies and Your Company’s name will be removed. Further, We may disclose any information as required by law or court order or based on the advice of legal counsel.

F. Proprietary Information

All of S-L’s Proprietary Information is the exclusive property of S-L. Except as expressly stated in this EULA, S-L will have no obligation to provide You with the right to use S-L’s Proprietary Information. Proprietary Information also includes all changes made to the data submitted by You to S-L, and any Deliverables, materials, and information made available by S-L, all of which are S-L’s exclusive property and must be treated by You as confidential. You are not granted any rights to use or distribute any of S-L’s Proprietary Information, except as expressly allowed within this EULA.

Although You continue to own Your data provided to S-L, You grant to S-L a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully-paid right and license to access, use, process, analyze, share, and report on Your data in any manner determined by S-L, subject to the terms and conditions of this EULA. After termination or expiration of this EULA, We may continue to retain, access, use, process, analyze, share, and report on the data You submitted provided that We do not identify You as the source of the data. Any output or results of Our use, processing, or analysis are owned solely by S-L. In no event is S-L required to return Your data to You except as We otherwise expressly agree in writing, You shall not use S-L Proprietary Information to create a system, deliverable, or report similar to or competitive with the Program, Services, and/or Deliverables.

G. Indemnification

You agree to release, defend, indemnify, and hold S-L, its affiliates and subsidiaries and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with Your use of the Program, Services, or Deliverables, or as a result of Your participation in the Program.

H. Waiver of Warranty

THE SERVICE AND DELIVERABLES ARE PROVIDED “AS IS” BY S-L. S-L HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES. THESE WARRANTIES MAY

INCLUDE BUT ARE NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

Without limiting the foregoing, You acknowledge and agree that S-L makes no claims as to the accuracy or suitability of any Deliverable for any purpose (including, without limitation, any purchase or sale of a business, investment purposes, or formal valuation purposes) and is not responsible for any damage or loss of any kind as a result of its use. YOU HEREBY UNCONDITIONALLY RELEASE S-L FROM ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM YOUR USE OF OR RELIANCE ON THE DELIVERABLES. IF YOU ARE UNABLE OR UNWILLING TO GRANT THIS RELEASE, YOU ARE NOT PERMITTED TO USE THE DELIVERABLES.

I. Limitation on Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK FROM USING S-L'S PROGRAM, SERVICE OR THE DELIVERABLES IS YOURS ALONE. YOU AGREE THAT S-L IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE PROGRAM, SERVICE OR DELIVERABLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT YOU EXPERIENCE DIRECT DAMAGES AS A RESULT OF THE PROGRAM, SERVICES, DELIVERABLES OR RELATIONSHIP WITH S-L, OR IN ANY MANNER ASSOCIATED WITH THIS EULA, YOU AGREE THAT S-L IS NOT LIABLE FOR ANY DAMAGES IN EXCESS OF \$100.

J. Non-Solicitation

You agree for a period of one (1) year (or the maximum amount of time allowed by law, if less) from the date of termination of this EULA not to solicit or hire, for any purpose, S-L employees or contractors unless otherwise approved in writing by the other party.

K. Miscellaneous

The failure of S-L to enforce any provision of this EULA does not waive S-L's right to enforce the provision in the future. Any notice required under this EULA is effective within three (3) days after mailing via the US (United States) Postal Service (first class, postage prepaid) or a national courier service (e.g., FedEx or UPS). We may also send Your notice via email. Notices to You shall be sent to the address We have on file for You. Notices to S-L must be sent to Service Leadership, Inc., 400 N. Tampa Street, Suite 130 Tampa, FL 33602 If a court of competent jurisdiction finds any provision of this EULA to be invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law and all other provision will remain in effect. This EULA does not prejudice the statutory rights of any party dealing as a consumer.

This EULA is governed by the laws of the State of Florida, and all actions related to this EULA, the Program, Service, and any Deliverable must be brought in the state or federal courts located in Hillsborough County, Florida.

This EULA constitutes the entire agreement between You and S-L regarding Your participation in the Program, and access to and use of the Service and Deliverables. We may update this EULA by notifying You of the change (either through the notice methods described above or through a notification on Our website), and You will be deemed to have consented to the change on the

earlier of (i) the date You affirmatively consent to the change; (ii) thirty (30) days after You receive notice of the change; or (iii) thirty (30) days after the date the change was made on Our website.

You are not permitted to assign or transfer, by operation of law or otherwise, this EULA or any Deliverables to any third party without the express written consent of S-L. We may transfer this EULA as part of any merger, acquisition, or sale of the business or Our affiliates to which it relates. If a court of competent jurisdiction finds any portion of this EULA unenforceable, that portion of the EULA will be deemed modified to the extent necessary to make it enforceable, and the remainder of this EULA will remain unchanged.

L. Facilitator Terms

If You are entering into this EULA as a Service Leadership-authorized TSP Coach (“Coach”) or Peer Group Facilitator, then You hereby acknowledge and agree not to use any information provided to You in any way, including information provided by Us or information provided by other companies, except as required to fulfill Your Coach or Facilitator duties for the specific client. Such duties are defined herein as explicitly excluding the forwarding of any information provided by Us to another Coach, Facilitator, or other entity. As a Peer Group Facilitator, You may share and communicate information about the companies that are members of Your group(s) to other members of that (those) same Group(s). For avoidance of doubt, You may not share the information with Your employer in any way.

M. Definitions

1. “Additional Services” means additional reports, deliverables, services and/or materials.
2. “Agreement” means this End User License Agreement.
3. “Company” means Your own company, excluding affiliates and subsidiaries unless those are expressly included.
4. “Confidentiality Exception” has the meaning set forth in [Section E](#).
5. “Deliverables” means (a) the Report, and (b) any additional deliverables that S-L may choose to provide.
6. “EULA” means this End User License Agreement.
7. “Facilitator” means an individual that is designated as a facilitator by S-L and is authorized to act as the primary leader of a group. Facilitators are subject to the terms of [Section L](#).
8. “Program” means the Service Leadership Index® Program together with any successor program(s).
9. “Proprietary Information” means S-L’s Deliverables, data schema, data dictionary, Deliverable logic, algorithms, templates, formatting and other data, documents, programs, confidential information, and intellectual property.
10. “Report” means the Service Leadership Index® Owner Quarterly Benchmark Report Book (Owner QBRB) or Fundamental Diagnostics Report (FDR).
11. “Services” means the Program services and all Additional Services.
12. “S-L” means Service Leadership, Inc.
13. “Term” is defined in [Section C](#) of this EULA.
14. “You” means the person or company entering into this Agreement and participating in the Program.