THIS AGREEMENT GOVERNS ALL SAAS, SOFTWARE AND SERVICES YOU USE, BUY OR RECEIVE FROM, OR ARE LICENSED BY, CONNECTWISE INCLUDING ANY TRIALS. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICK-THROUGH ACCEPTANCE, BY PHYSICAL OR ELECTRONIC SIGNATURE, BY EXECUTING A SCHEDULE THAT REFERENCES THIS AGREEMENT OR UPON YOUR USAGE OF THE CONNECTWISE OFFERING, 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 OFFERINGS. 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 Offerings if You are a direct competitor, except with ConnectWise's prior written consent. In addition, You may not access any ConnectWise Offerings 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, LLC a Delaware limited liability company 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 on the signature page hereto or the date set forth in the referencing Schedule, as applicable and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Addendums. If Client is bound to more than one agreement with ConnectWise with respect to the ConnectWise Offering, and if those agreements terms vary, then the order of precedence of those agreements is as follows: an agreement executed by ConnectWise and Client that expressly in writing supersedes all other agreements, an electronic version of an agreement accepted pursuant to a Schedule or formal written quote, and any other electronic agreement provided to Client by ConnectWise.
1.2   The Master Agreement may incorporate any applicable Addendum attached hereto.

2.   DEFINITIONS
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   **"Authorized Use Limitation"** means the limitation on usage of SaaS as measured by the Billing Metric specified in the Schedule.
2.6   **"ConnectWise Affiliate"** means any company which owns, is owned by, or is under common ownership with ConnectWise. Ownership means having Control.
2.7   **"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.
2.8   **"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.
2.9   **"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.
2.10   **"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.
2.11   **"Client Materials"** means any data, materials, items or information supplied or available to ConnectWise under the Agreement, the ConnectWise Offering and/or ConnectWise Server.
2.12   **"Documentation"** means the documentation, technical product specifications and/or user manuals, published by ConnectWise that is made generally available with ConnectWise Offerings.
2.13   **"Free Offerings"** means ConnectWise Offerings that ConnectWise makes available to You free of charge. Free Offerings exclude ConnectWise Offerings offered as a free trial and ConnectWise Offerings licensed by Client for a fee.
2.14   **"Help Desk"** shall mean a service providing information and support to Client and End Users.
2.15   **"MSP Portal"** shall mean ConnectWise's support portals, including by not limited to the ITsupport24/7 Web Portal that allows Client to order, add or otherwise manipulate the elements of the ConnectWise Offering, as well as view and monitor the systems of its End Users.
2.16   **"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.

2.17   **"Parties"** means individually and or collectively ConnectWise and/or the Client.
2.18   **"Non-ConnectWise Application"** means an on-premises, web-based, mobile, offline or other software application functionality that interoperates with a ConnectWise Offering, that is provided by Client or a third party and/or listed on a Marketplace.
2.19   **"Schedule"** means a signed mutually agreed ordering document such as a ConnectWise purchase order form, schedule of software and services or statement of work for the specific ConnectWise Offering(s) licensed or purchased.
2.20   **"Server"** means a device that manages access to a centralized resource or service in a network.
2.21   **"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.
2.22   **"Term"** means, with respect to each Schedule, the period during which the ConnectWise Offering is provided, licensed or granted.
2.23   **"Transfer"** means sending ConnectWise personal data or providing ConnectWise access to personal data.
2.24   **"Trial Period"** means the period of time that Client accesses and uses ConnectWise Offerings for evaluation or trial. If no time is indicated, then the period shall be set for thirty (30) days.

3.   ORDERING AND DELIVERY
3.1   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 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 by electronic delivery (ESD) from ConnectWise's shipping point. 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. Client agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by ConnectWise regarding future functionality or features.

4.   CLIENT RESPONSIBILITIES
Client will (a) be responsible for the accuracy, quality and legality of Client Data and Client Materials, the means by which Client acquired Client Data and Client Materials, Client's use of Client Data and Client Materials with the ConnectWise Offering, and the interoperation of any Non-ConnectWise Applications with which Client uses ConnectWise Offering, (b) use commercially reasonable efforts to prevent unauthorized access to or use of ConnectWise Offering, and notify ConnectWise promptly of any such unauthorized access or use, (c) use ConnectWise Offering only in accordance with this Agreement, Documentation, the Schedules and applicable laws and government regulations, (d) comply with terms of service of any Non-ConnectWise Applications with which Client uses ConnectWise Offering and (e) be solely responsible for granting access and use to third parties of Client Data and Client Materials. Any use of the ConnectWise Offering in breach of the foregoing by Client or Users that in ConnectWise's judgment threatens the security, integrity or availability of ConnectWise's software or services, may result in ConnectWise's immediate suspension of the ConnectWise Offering, however ConnectWise will use commercially reasonable efforts under the circumstances to provide Client with notice and an opportunity to remedy such violation or threat prior to any such suspension. Client is responsible for ensuring that the security of the ConnectWise Offering is appropriate for Client's intended use and the storage, hosting or processing of Client's data.

5.   CONFIDENTIAL INFORMATION
5.1   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 in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's employees, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.
5.2   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. Notwithstanding the foregoing, ConnectWise may disclose the terms of this Agreement and any applicable Schedule to a subcontractor or Non-ConnectWise Application provider to the extent necessary to perform ConnectWise's obligations under this Agreement.
5.3   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.
5.4   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.
5.5   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.
5.6   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.

6. FEES

6.1   Client shall make timely payment through the ConnectWise payment portal or through another method accepted by ConnectWise after being invoiced or provide ConnectWise with valid credit card information and shall keep such information updated with ConnectWise. Client authorizes ConnectWise to charge such credit card for all ConnectWise Offerings licensed by Client for the initial and any renewal subscription term(s). Such charges shall be made in advance, in accordance with the applicable Schedule. If the Schedule specifies that payment will be by a method other than a credit card, ConnectWise will invoice Client in advance. All payments shall be made without deduction or set off and are due upon receipt of ConnectWise's invoice. The invoice shall be deemed accepted if it is not objected to in writing within ten (10) days of receipt. 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.

6.2   If ConnectWise engages in electronic commerce on behalf of the Client or cardholder data relating to Client activities is accessed, transferred, stored, or processed by ConnectWise, ConnectWise shall protect data in accordance with the Payment Card Industry Data Security Standard (PCI DSS).

6.3   Unless otherwise prohibited by law or payment card terms, ConnectWise reserves the right to charge additional fees, convenience fees, surcharges and/or offer cash discounts to offset and address the additional costs associated with Client's selection of a credit card for payment.

6.4   With at least 30 days' notice to Client, ConnectWise reserves the right to increase prices no more than once per every twelve (12) months. 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, without 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.

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

7. FREE TRIAL AND FREE OFFERINGS

7.1   **Free Trial.** If Client makes any use or registers for a free trial, ConnectWise will make one or more ConnectWise Offerings available to Client on a trial basis free of charge until the earlier of (a) the end of the free Trial Period for which You registered to use the applicable ConnectWise Offering(s), or (b) the start date of paid use of the ConnectWise Offering ordered by Client, or (c) termination by ConnectWise in our sole discretion. Free trials are for non-production, evaluation purposes only. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

7.2   **Free Offerings.** ConnectWise may make Free Offerings available to You. Use of Free Offerings is subject to the terms and conditions of this Agreement. In the event of a conflict between this Section 7.2 (Free Offerings) and any other portion of this Agreement, this section shall control. Please note that Free Offerings are provided to you without charge up to certain limits as described in the Documentation. Usage over these limits requires your purchase of additional resources or services. You agree that ConnectWise, in its sole discretion and for any or no reason, may terminate your access to the Free Offerings or any part thereof. Client agree that any termination of your access to the Free Offerings may be without prior notice, and you agree that ConnectWise will not be liable to you or any third party for such termination. Additional terms and conditions may appear on the Free Offering registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

7.3   **NO WARRANTY**. ANY DATA YOU ENTER INTO THE FREE OFFERINGS OR FREE TRIAL MAY BE PERMANENTLY LOST. THE FREE OFFERINGS AND/OR FREE TRIAL ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND AND CONNECTWISE SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THE FREE OFFERING AND/OR FREE TRIAL. WITHOUT LIMITING THE FOREGOING, CONNECTWISE AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE FREE OFFERINGS OR FREE TRIAL WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE FREE OFFERINGS OR FREE TRIAL WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 12 (LIMITATION OF LIABILITY), YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO CONNECTWISE AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE FREE OFFERINGS OR FREE TRIAL, ANY BREACH BY YOU OF THIS AGREEMENT AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

8. 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.

9. FUNCTIONALITY AND TRACKING; CESSATION OF OPERATION; CONNECTWISE ACCESS.

9.1   **Functionality and Tracking; Cessation of Operation**.   You understand and agree that the ConnectWise Offering may be enabled through the use of Agents issued by ConnectWise. For so long as You are not in breach or default with respect to any of Your obligations to ConnectWise under this Agreement or otherwise, ConnectWise will provide You with all license keys necessary to enable You to make normal use of the ConnectWise Offering.

9.2   You agree that ConnectWise may disable or refuse to renew or replace Agent(s), without notice, rendering some or all aspects of the ConnectWise Offering unusable by You, at any time to enforce its rights under the Agreement. ConnectWise will have no liability to You as a result of such cessation of operation. Except in the case of any perpetual license for which full payment has been received, the ConnectWise Offering's authorization protocol requires periodic notice of authority from ConnectWise to extend operations past a given number of days. Because the ConnectWise Offering follows this protocol, the ConnectWise Offering may therefore cease to function when the Licensing Model reaches its authorized number of days. ConnectWise will have no liability to You as a result of such

cessation of functionality. ConnectWise will take reasonable steps to prevent inappropriate termination of normal ConnectWise Offering operations, and to reinstate such ConnectWise Offering promptly upon notification by You of the need therefore and demonstration by You, to the reasonable satisfaction of ConnectWise, that all amounts due and owing by You have been paid; provided that You are not otherwise in default of any of Your obligations under this Agreement. ConnectWise does not warrant that operation of the ConnectWise Offering will be uninterrupted and ConnectWise will under no circumstances be liable for interruption of the ConnectWise Offering or cessation of functionality of the ConnectWise Offering as a result of viruses, worms, bugs or other like mediums. ConnectWise may, in its sole discretion, suspend any ConnectWise Offering due to a threat of stability or security. CONNECTWISE BEARS NO LIABILITY IN CONNECTION WITH THE TEMPORARY OR PERMANENT INTERRUPTION OF THE CONNECTWISE OFFERING AS DESCRIBED IN THIS SECTION.

9.3   You understand that the ConnectWise Offering are programmed to track the number of deployed Agents, users and other usage and user related data, including, without limitation, monitoring of Your usage patterns of the ConnectWise Offering, and you consent to all such operations. You at all times will enable, and will not hinder, impede, alter, prevent, or otherwise distort, the operation of such tracking and reporting functions, which reports will be periodically transmitted to the Automate Server.

9.4   Client acknowledges and agrees that ConnectWise's implementation team, support team and/or development team, whether as employees or agents of ConnectWise ("ConnectWise Representative(s)"), may periodically, as part of its implementation and tracking rights, require remote access in order to adequately support, trouble-shoot and update the ConnectWise Offering to maintain its functionality and You will not hinder, impede, alter or prevent such access.

9.5   Client acknowledges and agrees that 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, product performance, maintenance, all as deemed necessary by ConnectWise.

9.6   Client may access reports and/or information through the ConnectWise Offering until the end of the term of the license. 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 ConnectWise Offering for such transmissions. Any specific reports or data requested by Client at the end of the term of the license that is not available through the ConnectWise Offering 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.

10.   THIRD PARTY PRODUCTS AND NON-CONNECTWISE APPLICATIONS

10.1   **NO WARRANTY**. 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. Client acknowledges and agrees that the performance warranties set forth in the applicable Addendums and ConnectWise's indemnification obligations below, do not apply to any product or service provided by a third party even if such product or services was resold or distributed by ConnectWise. ConnectWise or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-ConnectWise Applications and implementation and other consulting services. Any acquisition by Client of such products or services, and any exchange of data between Client and any Non-ConnectWise provider, product or service is solely between Client and the applicable Non-ConnectWise provider. ConnectWise does not warrant or support Non-ConnectWise Applications or other Non-ConnectWise products or services, whether or not they are designated by ConnectWise as "certified" or otherwise, unless expressly provided otherwise in an Schedule. ConnectWise is not responsible for any disclosure, modification or deletion of Client Data resulting from access by such Non-ConnectWise Application or its provider.

10.2   **Integration with Non-ConnectWise Applications.** The ConnectWise Offering may contain features designed to interoperate with Non-ConnectWise Applications. ConnectWise cannot guarantee the continued availability of such features, and may cease providing them without entitling Client to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-ConnectWise Application ceases to make the Non-ConnectWise Application available for interoperation with the corresponding ConnectWise Offering in a manner acceptable to ConnectWise.

10.3   **License Fees**. Client acknowledges and agrees that the fees paid to ConnectWise under this Agreement may include licensing fees for certain third party licenses ("Third Party Licenses") which are passed through to, and paid by, Client. ConnectWise may attempt to negotiate bulk licensing fees for the Third Party Licenses; however, Client understands that ConnectWise does not govern or control such fees. The Third Party Licenses may be subject to certain minimum licensing fees, as well as increases in the licensing fees from time to time without prior notice to ConnectWise, and, notwithstanding anything to the contrary in this Agreement, such increases (if any) may be passed through to, and paid by, Client when incurred by ConnectWise.

10.4   **License Terms**. Each service and software included in the ConnectWise Offering ordered by Client may be subject to additional license terms, conditions and restrictions set forth in the online terms and conditions which Client will be required to review and accept via the MSP Portal and / or directly with a third party End User License Agreement prior to using such additional software and/or services within the ConnectWise Offering ordered by Client ("Additional Terms"). If Client does not accept any applicable Additional Terms, Client may not use such ordered service and/or software. Client further agrees that it must accept any applicable Additional Terms prior to using any applicable services and/or software within the ConnectWise Offering ordered by Client via the MSP Portal and accepted by ConnectWise. All licenses of such additional services and/or software within the ConnectWise Offering are granted subject to Client's payment of applicable license fees and compliance with all applicable terms of this Agreement, including Additional Terms. ConnectWise reserves the right to modify Additional Terms at any time. Client shall be responsible for any additional costs or fees associated with newer versions of such software and additional licenses.

10.5   If Client is licensing any SentinelOne Solutions from ConnectWise, Client acknowledges and agrees that Client's use of the SentinelOne Solutions shall be supplemented by the SentinelOne Managed Security Service Provider (MSSP) Agreement located at www.connectwise.com/legal. Client shall not bring any action or claim based on the provision of the SentinelOne Solution by ConnectWise or Client directly against SentinelOne. Client shall require, in Client's agreement with their customers, proper language preventing Client's customers from bringing any action or claim based on the provision of the SentinelOne Solution by ConnectWise or Client directly against SentinelOne.

11.   INDEMNIFICATION

11.1   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.

11.2   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, (iv) a Claim against Client arises from a Non-ConnectWise Application or Client's breach of this Agreement, the Documentation or applicable Schedules. or (v) 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**.

11.3   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.

11.4   Client agrees to indemnify and defend ConnectWise against any claim, demand, suit or proceeding made or brought against ConnectWise by a third party: (i) 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; (ii) or any claims by any of Client's customers, or arising out of or relating to Client's relationship with any of Client's customers (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.

11.5   Client shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Client 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 Materials; or (iii) if the alleged infringement results from a combination of the Client 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 MATERIALS UNDER THE AGREEMENT.**

11.6   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.

12.   LIMITATION OF LIABILITY

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 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 ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF DATA BY USE OF ANY CONNECTWISE OFFERING, REGARDLESS OF WHETHER SUCH LOSS WAS FORESEEABLE 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.**

EACH PARTY SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD-PARTY PRODUCTS AND SERVICES WITH WHICH YOU MAY UTILIZE WITH THE CONNECTWISE OFFERING, AND EACH PARTY SPECIFICALLY DISCLAIMS AND WAIVES ANY RIGHTS AND CLAIMS AGAINST THE OTHER PARTY WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS AND SERVICES.

13.   TERM & TERMINATION

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

13.2   The initial term of each subscription and/or Assurance shall be as specified in the applicable Schedule. Subscriptions and/or Assurance will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice of non-renewal at least sixty (60) days before the end of the relevant term. The per-unit pricing during any renewal term will increase. Quantities licensed cannot be decreased during the relevant subscription term. Fees are due for the licensed quantity, including that added after your original purchase, and are not refundable even if you are not fully using all named users, agents or other licenses. Except as expressly provided in the applicable Schedule, renewal of promotional pricing will increase at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which the volume for any ConnectWise Offering has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

13.3   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.

13.4   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.

13.5   ConnectWise shall not be liable to Client or any third party for any compensation, reimbursement, losses, expenses, costs or damages arising from or related to, directly or indirectly, the termination of this Agreement for any reason. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with Client's or any third party's goodwill or business.

14.   DISPUTE RESOLUTION

14.1   Any dispute, controversy or claim arising out of the Agreement (a "Dispute") shall be resolved as provided in this section. Prior to the initiation of formal dispute resolution procedures, the Parties shall first meet in an effort to resolve the Dispute. If Client and ConnectWise are unable to resolve the Dispute within thirty (30) days, 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 to negotiate a resolution to the Dispute.

14.2   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 resolution of the Dispute 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.

15.   GENERAL TERMS

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

15.2   **Force Majeure.** Except for payment obligations and Confidentiality obligations, neither Party will be liable for any action taken, or any failure to take any action required to be taken, as a result of circumstances beyond a Party's control, including, without limitation, attacks by third parties, acts of terror, epidemic, pandemic, disease, failure from Internet Service Provider, Non-ConnectWise Application, war, civil unrest or commotion, act of God including, but not limited to, earthquakes, epidemics, fires, floods or weather, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) power failure, telecommunications interruption, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by ConnectWise.

15.3   **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.

15.4   **Independent Contractors.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

15.5   **Client Data.** Client represents and warrants that (i) it has the right, including consent where required, to lawfully transfer to ConnectWise all Client Data and any other data or information related to Client's access or use of a ConnectWise Offering, (ii) its use of the ConnectWise Offerings does and at all times will comply with applicable law, including, but not limited to, the European Union General Data Protection Regulation; (iii) it is responsible and liable for all activities that occur in user accounts, and (iv) it shall not misuse any ConnectWise Offering 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.

15.6   **Assignment.** The Agreement may not be assigned by Client without the prior written consent of ConnectWise, such consent not to be unreasonably withheld.

15.7   **Attorneys' Fees**. If ConnectWise commences any action or proceeding against Client to enforce the terms of this Agreement, ConnectWise shall be entitled to an award against Client for all reasonable attorneys' fees, costs and expenses incurred by ConnectWise in connection with such action or proceeding (including any mediation or arbitration, and at all levels of trial and appeal), and in connection with the enforcement of any judgment or order thereby obtained.

15.8   **Drafter.** This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof.

15.9   **CLASS ACTION WAIVER. YOU AGREE THAT ANY CLAIM YOU MAY HAVE AGAINST CONNECTWISE, INCLUDING CONNECTWISE'S PAST OR PRESENT EMPLOYEES OR AGENTS, SHALL BE BROUGHT INDIVIDUALLY AND YOU SHALL NOT JOIN SUCH CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR BRING, JOIN OR PARTICIPATE IN A CLASS ACTION AGAINST CONNECTWISE.**

15.10   **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.

15.11   **Audit.** 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.

15.12 **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.

15.13 **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) use a ConnectWise Offering to produce a product or service that competes with the ConnectWise Offering.

15.14 **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.

15.15 **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.

15.16 **Notice.** All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, US Postal Service, via certified mail or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via US Postal Service notice shall be deemed effective the second business day after mailing, and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

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

15.18 **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.

15.19 **Third Parties**. There are no third-party beneficiaries under this Agreement.

15.20 **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, LLC a Delaware limited liability company	Florida and controlling United States Federal Law	Hillsborough County, Florida, U.S.A.
ConnectWise Canada Company, a Nova Scotia Corporation	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada
ConnectWise Limited, a limited liability company incorporated in England	England	England
ConnectWise Australia Pty Ltd	Australia	Australia

15.21 **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.

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

15.23 **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.

SaaS Addendum

1. INTRODUCTION

1.1.   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.

2. DEFINITIONS

2.1.   **"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.

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

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

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

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

2.6.   **"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.

2.7.   **"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.

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

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

2.10.   **"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.

2.11.   "**SaaS Agents**" shall mean ConnectWise's proprietary, hosted, remote IT infrastructure monitoring and management platform, as that platform may be modified by ConnectWise from time-to-time, which enables licensees to manage desktops, servers, mobile devices, applications and other network devices at End User sites via the Internet.

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

2.13.   **"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.

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

2.15.   **"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.

2.16.   **"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.

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

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

2.19.   **"Supported Devices"** shall mean those hardware and software components supported by the ConnectWise Offering.

3. SAAS OFFERING

3.1.   Subject to Client's compliance with the terms and conditions of this Agreement, 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.   Except as set forth below in Section 3.3, Client's license is for internal use and 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 Users Access to the SaaS for Client's and Affiliates' internal business. Client hereby expressly agrees that a breach by an Authorized User of the Agreement shall be considered to be a breach by and the responsibility of the Client.

3.3.   This license grant is applicable to licensees who license ConnectWise Offerings for the purpose of providing a Managed Services to End User customers. Subject to Client's compliance with the terms and conditions of this Agreement, ConnectWise hereby grants to Client a non-exclusive, non-assignable, right to (1) access and use the applicable service in the ConnectWise Offering expressly described in the Schedule or MSP Portal during the applicable Subscription Term for such service , and (2) sublicense to End Users the non-exclusive, non-assignable right to install and use the Software Agent on Supported Devices; in each of (1) and (2) solely to provide Managed Services to End Users. Except to the extent expressly authorized or permitted in this Agreement or by applicable law without the possibility of contractual waiver, Client and its End Users shall not: (i) copy, modify, transfer or distribute the ConnectWise Offering, (ii) reverse assemble, reverse engineer, reverse compile, attempt to discover the source code or underlying structure of, or otherwise translate any portion of the ConnectWise Offering, (iii) sublicense, sell, resell, rent, lease, time share, assign the license conveyed to Client herein, or otherwise commercially exploit or make the ConnectWise Offering available to any third party, (iv) access or use the ConnectWise Offering (or any part thereof) to build a competitive product or service, (v) use the ConnectWise Offering in violation of any applicable law or regulation, or (vi) use the ConnectWise Offering beyond the scope of the rights granted herein. Neither Client nor its End Users shall use the ConnectWise Offering to: (vii) send, upload or otherwise transmit any Data (as defined below) that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (viii) upload or otherwise transmit, display or distribute any Data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (ix) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the

functionality of any computer software or hardware or telecommunications equipment; (x) interfere with or disrupt the ConnectWise Offering or networks connected to the ConnectWise Offering; or (xi) violate any applicable law or regulation. Client shall be responsible for any breach of this section by any of its End Users.

      3.3.1. **Evaluation Period**. Where an evaluation period is indicated by ConnectWise on the MSP Portal, commencing on the date on which Client receives the log-in information to the MSP Portal and continuing for fourteen (14) days thereafter (the "Evaluation Period"), a limited version of the ConnectWise Offering shall be provided to Client at no charge solely for Client to use for evaluation purposes. Client acknowledges and understands that the Evaluation Period is not determined by, or calculated based on, the date on which any SaaS Agents are installed on to any Supported Device. Evaluations of the Help Desk will be provided for a term of thirty (30) days. The Evaluation Period shall not be extended without the express written consent of ConnectWise.

      3.3.1.1. **Limitations**. During the Evaluation Period, the Client may evaluate the ConnectWise Offering only on its own internal network and on up to five (5) End User sites; the Help Desk is limited to the Client's own internal network or for one End User site, on up to twenty-five (25) seats.

      3.3.1.2. **Termination of Evaluation Period**. If, at any time during the Evaluation Period, Client desires to terminate its evaluation of the Software, Client shall remove all of the Software previously installed on any Supported Devices. Upon such removal, Client's evaluation of the Software shall automatically terminate, and ConnectWise shall have the right to immediately terminate the Evaluation Period.

      3.3.1.3. **No warranties**. During the Evaluation Period, notwithstanding anything to the contrary in this Agreement, ConnectWise provides the ConnectWise Offering on an "as-is" basis. The warranties set forth in Sections 10 below shall not apply during the Evaluation Period.

      3.3.1.4. **Services**. If the Client desires to continue its use of the Software or Help Desk following the expiration of the Evaluation Period, then it shall be required to complete and acknowledge acceptance of Schedule provided by ConnectWise. If Client fails to remove all of the SaaS Agents previously installed on any Supported Devices prior to the expiration of the Evaluation Period then Client shall automatically be deemed to have purchased a full Software subscription, at ConnectWise's full Software subscription prices and at a cumulative minimum monthly fee of two hundred and fifty dollars ($250) per month, terminable solely in accordance with the Term and Termination section of the Master Agreement. For the avoidance of doubt, agents installed during the Evaluation Period need not be re-deployed during any full Software subscription term, and shall continue unabated unless otherwise modified by Client.

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

4.   <u>FEES, RENEWAL & TERMINATION</u>

4.1. The Authorized Use Limitation and associated fees shall be as set out on the Schedule or on the MSP Portal. 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 may be included in the Authorized Use Limitation for the remainder of the Subscription Term. 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. **Fee Schedule**. ConnectWise reserves the right to modify the prices applicable to such Schedule at any time. Client's continued use of the ConnectWise Offering following notice of any Fee increase shall constitute Client's acceptance of such increase(s).

4.3. **Monthly Minimum**.

    4.3.1. If Client has signed up to a monthly minimum such monthly minimum fee shall be identified in the Schedule and Client shall pay ConnectWise the greater of (i) the minimum amount set forth herein or in the Schedule, if applicable and (ii) Client's actual usage of the ConnectWise Offering. All reported numbers for purposes of billing, payments, the determination of Client's actual usage, fees and general delivery reporting are based on measurements within the ConnectWise Offering.

    4.3.2. **Pro-Rata**. If Client has signed up to a monthly minimum, then Client shall be charged when the ConnectWise Offering is deployed on a Supported Device. For certain ConnectWise Offerings, the charge will be on a prorated basis based on the number of days in the applicable calendar month that such ConnectWise Offering is deployed and in use. In addition, for certain ConnectWise Offerings, ConnectWise will cease charging Client Fees for the ConnectWise Offering when uninstalled from a Supported Device and Fees will be calculated on a prorated basis based on the number of days in the applicable calendar month that such ConnectWise Offering was deployed and in use. MSP acknowledges and agrees that it shall notify ConnectWise immediately in the event that Client cannot uninstall or de-activate an agent for any reason. Client hereby agrees to pay for any fees it incurs for any agent appearing in MSP's Portal, or where Client failed to timely notify

ConnectWise of Client's inability to uninstall or deactivate such agent. Notwithstanding the foregoing, Client acknowledges and agrees that even if it uninstalls agents it shall still be obligated to pay ConnectWise any minimum fee set forth in the Schedule. Accordingly, Client shall pay ConnectWise the minimum fee set forth in the Schedule even if its actual usage is less than the contracted amount described in the Schedule.

4.4.　ConnectWise may temporarily suspend any Client account, and/or a Client's access to or use of the SaaS, with or without notice to Client, 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 sole discretion, the SaaS services or any component thereof are about to suffer a threat to security or stability. 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.　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.

5.4.　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.

5.5.　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.

6.　**SECURITY**

6.1.　Each Party will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of Confidential Information and Client Data. Except with respect to a free trial, the terms of the data processing addendum at https://www.connectwise.com/legal ("DPA") are hereby incorporated by reference and shall apply to the extent Client Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by ConnectWise, its Processor Binding Corporate Rules, the EU-US and/or Swiss-US Privacy Shield, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Client and its applicable Affiliates are each the data exporter, and Client's acceptance of this Agreement, and an applicable Affiliate's execution of a Schedule, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

6.2.　ConnectWise will not be responsible for any unauthorized access, alteration, theft or destruction of Client Data, unless caused solely 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.   At any time without notice, 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.

8.2.   At any time without notice, 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, evaluation or if the ConnectWise Offering is provided free of charge, this warranty shall not apply.

10.2.   The SaaS relies upon the availability of data centers. Although ConnectWise uses reasonable efforts to provide maximum data center availability, there is a possibility that the data center may become inaccessible or unavailable as a result of code upgrades, operating system instability, power failures, internet outages or other causes beyond ConnectWise's control, and ConnectWise shall be held harmless for and against any such event(s).

10.3.   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. FURTHER, CONNECTWISE DOES NOT WARRANT THAT THE SAAS IS BUG FREE OR THAT THE SAAS WILL PROVIDE ANY PROTECTION AGAINST VIRUSES OR ANY NETWORK INTRUSION OR SECURITY BREACH, OR THAT THE USE OF SAAS WILL BE UNINTERRUPTED OR ERROR FREE.

11.   <u>WARRANTY REMEDY</u>
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.   <u>SERVICE LEVEL OBJECTIVES</u>
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.   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.

<u>**Software Addendum**</u>

1.   INTRODUCTION

1.1   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.

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

G.   **"License Metric"** means the specific criteria for measuring the usage of the ConnectWise Software (such as Agents, Named Users or Servers).

H.   **"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.

I.   **"Operations Center"** or **"OC"** is the datacenter location where Client installs the ConnectWise Software to run the Managed Services.

J.   **"Perpetual License"** means a license to use ConnectWise Software for an indefinite period subject to compliance with the Agreement.

K.   **"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.

L.   **"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.

M.   **"Territory"** is the location indicated on the Schedule where Client is authorized to install the ConnectWise Software.

N.   **"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).

3.   SOFTWARE OFFERING & OBLIGATIONS

3.1   Except as set forth below in Section 3.2, Client's license is for internal use and ConnectWise grants the Client a limited, non-exclusive, non-transferable object code 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-sublicensable 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 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.

3.5   Installation. Client agrees to prepare Client's Equipment and site for ConnectWise Software installation in accordance with ConnectWise requirements: www.ConnectWise.com/Requirements   Client agrees to maintain internet connectivity from Client' equipment to ConnectWise as specified by ConnectWise.

3.6   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.

3.7   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   You agree to test any update in your test environment and will only download, load, deploy, use or install (as applicable) the update at Your sole risk once You are satisfied that the update will not adversely affect You. If you elect to obtain Assurance, You must operate the Software at ConnectWise's most current release level.
4.3   In order to initiate an issue, Client will provide ConnectWise sufficient information so that ConnectWise can provide assistance to Client in a timely manner.
4.4   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.

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. FURTHER, CONNECTWISE DOES NOT WARRANT THAT THE CONNECTWISE SOFTWARE IS BUG FREE OR THAT THE CONNECTWISE SOFTWARE WILL PROVIDE ANY PROTECTION AGAINST VIRUSES OR ANY NETWORK INTRUSION OR SECURITY BREACH, OR THAT THE USE OF CONNECTWISE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

<div align="center">**Services Addendum ("Services Addendum")**</div>

1.   INTRODUCTION
1.1   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.
3.4 If a remote session is cancelled with less than twenty-four (24) hours notice, the scheduled time will be deducted from the consulting project hours. Multiple cancellations can result in the re-set of the business consultant and/or replacement back into the onboarding queue.
3.5 If an onsite engagement is cancelled with less than ten (10) days notice, the amount equal to the scheduled time reserved and any travel & accommodation fees owed will be the responsibility of Client.

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. FURTHER, CONNECTWISE DOES NOT WARRANT THAT THE SERVICES WILL PROVIDE ANY PROTECTION AGAINST VIRUSES OR ANY NETWORK INTRUSION OR SECURITY BREACH, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. 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.