



Referral Program Terms & Conditions (Effective August 1, 2020)

IMPORTANT: PLEASE READ THESE REFERRAL PROGRAM TERMS AND CONDITIONS CAREFULLY AND MAINTAIN A COPY FOR YOUR RECORDS.

Referral fees are subject to the following terms and conditions:

BY SUBMITTING (A) AN OPPORTUNITY; OR (B) ANY SIMILAR BUSINESS OPPORTUNITY OR OFFER TO CONNECTWISE, OR BY CLICKING THE "ACCEPT" BUTTON, YOU ACCEPT AND AGREE TO BE BOUND BY THESE REFERRAL PROGRAM TERMS AND CONDITIONS AND ANY OTHER ITEMS REFERENCED HEREIN (COLLECTIVELY, THE "AGREEMENT"), ALL OF WHICH ARE INCORPORATED INTO AND FORM PART OF THE AGREEMENT. YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THE AGREEMENT. YOU MUST ACCEPT THE AGREEMENT BEFORE YOU CAN: (A) SUBMIT A CUSTOMER, OR (B) SUBMIT A PROSPECTIVE CUSTOMER; OR (C) SUBMIT ANY SIMILAR BUSINESS OPPORTUNITY OR OFFER TO CONNECTWISE; OR (D) RECEIVE ANY COMMISSIONS OR ANY PAYMENT OR CONSIDERATION OF ANY KIND FROM CONNECTWISE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CONNECTWISE IS UNWILLING AND HAS NO OBLIGATION TO PAY ANY CONSIDERATION OR ANY AMOUNTS TO YOU. THE AGREEMENT IS BETWEEN CONNECTWISE AND THE INDIVIDUAL OR LEGAL ENTITY THAT SUBMITS THE APPLICABLE CUSTOMER OR PROSPECTIVE CUSTOMER OR THAT CLICKS THE "ACCEPT" BUTTON ("COMPANY" "YOU," OR "YOUR"). IF YOU ARE PART OF OR OTHERWISE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, IN WHICH CASE THE TERMS "COMPANY," "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY.

To participate, You must agree to these terms.

1. This referral program is organized by ConnectWise, LLC, with a place of business at, 4110 George Road, Suite 200, Tampa, Florida 33634, or, if you are located in Canada, ConnectWise Canada Company, with a place of business at, 1300-1969 Upper Water Street, Purdy's Wharf Tower II, Halifax, Nova Scotia B3J 3R7, Canada (hereinafter "ConnectWise"). The program is designed to help ConnectWise expand its customer base.
2. ELIGIBLE TIMEFRAME:
Referred party must purchase within one hundred eighty (180) days of the referral submission.
3. This program is valid in the United States and Canada only. Submissions containing participants (referring party or referred party) outside the United States and Canada are not eligible.
4. Referral must be submitted via the official ConnectWise Referral Program form in order to be eligible for a referral payout. The official ConnectWise Referral Program form can be found here: <https://info.connectwise.com/acctm/gen/refer/partner-referral>
5. Eligible Referral Products shall be limited to ConnectWise Manage®, ConnectWise Automate®, ConnectWise Command®, ConnectWise Fortify®, ConnectWise Assist®, and ConnectWise Sell® (excludes ConnectWise Sell® Basic, ConnectWise Control®, ConnectWise Recover®, ConnectWise Identify®, ITBoost, BrightGauge, and third-party products). All referrals are subject to review and acceptance by

ConnectWise. Each referral by You of Eligible Referral Products to a Prospect shall be considered an “Opportunity”.

5.1 Each Opportunity (in whole or as part of a broader opportunity) must not be:

- a. pursued directly by ConnectWise at the time the You submit the Opportunity;
- b. the subject of a public request for proposal (RFP), invitation for bid (IFB), or similar tender process, that has been published; registered as a referral or otherwise the subject of a deal registration by another finder or partner; or
- c. related to OEM sales.

5.2 The Prospect is not:

- a. a consumer end-user, distributor, third-party sales agent, or a government, public sector (including a U.S. or Canadian federal, provincial, state, or local government, or any other Canadian public or greater public sector entity) or education end-user or a customer that will be reimbursed for the purchase under a government healthcare program; or
- b. You or an affiliate or subsidiary of You.

6. Approved Opportunities shall receive a thank you gift from ConnectWise. If your Opportunity leads to a closed/won transaction, sixty (60) days after the prospect’s initial payment, you will be eligible to receive up to \$7,500 based on the schedule below. Referral amounts are determined based on the annual contract value (ACV) in local currency. Referral payouts are paid in the referring company’s invoicing currency (USD or CAD) if You are a current customer. If You are not a current customer, then the referral amounts will be paid in the currency of the Opportunity.

Maximum Referral Payout by ConnectWise to You	\$3,000	\$4,500	\$7,500
Annual Contract Value (excluding any taxes)	Up to \$10,000	\$10,000.01 to \$25,000	More than \$25,000

ConnectWise reserves the right to substitute a prize (of equal or greater value) at any time for any reason. If you or your employer is on credit hold with ConnectWise or not current on all payments due and owing ConnectWise you are not eligible for a referral fee.

- 7. ConnectWise can update these terms at any time without prior notice. If ConnectWise modifies these terms, we will post the modification on the ConnectWise.com website or applications, which are effective upon posting. Continued participation in the Referral Program after any modification shall constitute consent to such modification.

8. You agree that you will not disclose information in violation of any legally enforceable confidentiality, non-disclosure or other contractual restrictions or rights of any third party, including any current or former employers or potential employers. You agree that your participation in this referral program does not violate any of your employer's restrictions and that you have disclosed your participation in this referral program to your employer and your employer has approved your participation in this referral program.
9. Employees of ConnectWise, LLC, ConnectWise Canada Company, or any affiliated companies are not eligible to participate.
10. Subsequent sales of software, product, or services to the Prospect shall not be subject to a referral fee.
11. ConnectWise shall pay You within ninety (90) days following completion of the criterion set forth herein.
12. You shall not make promises or issue any warranty either expressed or implied pertaining to the software, products or services offered by ConnectWise unless authorized in writing by ConnectWise to do so.
13. This referral agreement does not grant the You any interest in ConnectWise's trademarks or any other intellectual property rights.
14. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may You position yourself as affiliated to ConnectWise, except as an independent referrer. In view of this independent relationship You shall not enter into any agreements on behalf of ConnectWise, shall make no warranty either expressed or implied on behalf of ConnectWise and shall not incur any expenses on behalf of ConnectWise.
15. This referral agreement does not grant exclusive rights to You to act as referrer on behalf of ConnectWise and You shall have no rights under any other agreements entered into by ConnectWise with other parties.
16. Jurisdiction and venue in any action brought by any Party pursuant to this Agreement will lie exclusively in the state and federal courts located in Hillsborough County, Florida, U.S.A. Each Party submits to the jurisdiction of any such courts over itself and its property with respect to any such action and each Party hereby waives any objection that such courts are an improper or inconvenient forum for the resolution of such action.
17. You remain liable for taxes. Taxes and duty, if any, are your sole responsibility, and you may be required to submit a completed Internal Revenue Service Form W-9, W-8BEN, or W-8BEN-E prior to the payment of the referral fee.

18. You agree not to disclose any confidential information pertaining to ConnectWise's goods or services nor that of the Prospect's or existing customers to any third party.
19. ConnectWise may terminate this program for its convenience at any time with or without notice.
20. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW CONNECTWISE (INCLUDING ANY OF CONNECTWISE'S SUPPLIERS) SHALL NOT 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 B) IN NO EVENT WILL CONNECTWISE'S LIABILITY, EXCEED THE FEES PAID AND OR OWED FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE BREACH.
21. You shall indemnify, defend and hold ConnectWise (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.
22. This agreement constitutes the whole agreement between the parties.