

CONNECTWISE LICENSE ADDENDUM

This ConnectWise License Addendum (this “Addendum”) is a legal agreement made between NOYNIM LLC, a Colorado limited liability company (“Service Provider”), and you (“Customer”), for access to the Licensed Product. Your access to and use of the Licensed Product shall be subject to this Agreement, as may be modified from time to time by Service Provider.

1. Definitions. As used in this Addendum, the following terms have the meanings set forth below:

“Authorized User” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the Licensed Products under the rights granted to Customer pursuant to the Master Agreement and this Addendum.

“End User License Agreement” means the end user license agreement or similar agreement governing the use of the Licensed Product, as may be amended from time to time by ConnectWise.

“Intellectual Property Rights” means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights, and any other proprietary rights recognized by the laws of any country.

“Licensed Product” means the ConnectWise software or cloud-based services provided with or incorporated into the Services provided by Service Provider pursuant to the Master Agreement and identified in a PO or SOW.

“Master Agreement” means the Information System Consulting Agreement or Master Services Agreement between Service Provider and Customer, as may be amended from time to time between Noynim, or an Affiliate of Noynim, and Customer.

“ConnectWise” means ConnectWise Labs Incorporated, its affiliates, and their successors and assigns.

“User Documentation” means the ConnectWise user documentation which Service Provider distributes to Customer and Customer’s Authorized Users in connection with the use of the License Products.

2. Agreement. Customer acknowledges that the material terms of the ConnectWise Master Agreement and Addendums located at www.connectwise.com/legal are hereby incorporated into this Addendum (collectively, the “Connect Wise Agreements”).

3. Indemnification. Indemnification. Customer hereby agrees to protect, defend, hold harmless, and indemnify Service Provider, its affiliates, and their respective officers, directors, members, employees, affiliates, shareholders, agents, successors, representatives, and assigns from and against all claims, demands, actions, suits, damages, liabilities, losses,

settlements, judgements, costs and expenses whether or not involving a claim by a third party, including reasonable attorneys' fees and expenses, actually or allegedly, directly or indirectly, arising out of or related to (a) Customer's or its Authorized Users' use of the Licensed Product, (b) Customer's or its Authorized Users' breach of any terms and conditions of this Addendum, the End User Agreement, or any of the ConnectWise Agreements (c) Customer's or its Authorized Users' use of the Licensed Product in violation of any applicable law by Customer or its Authorized Users.

4. Master Agreement. If any terms in the Master Agreement conflict with the terms of this Addendum, this Addendum shall control.

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