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| Partner Name                            |  |
| Street Address                          |  |
| City, State/Province, Zip Code, Country |  |
| Effective Date                          |  |

This **Master Channel Program Agreement** (this “**Agreement**”) is entered into between SugarCRM Inc., located at 548 Market Street, PMB 59423, San Francisco, CA 94104-5401 (“**SugarCRM**”) and the Partner named above. Terms not defined in the body of this Agreement are defined in Section 14 below.

**1. Partner Program.** This Agreement and any exhibits, addenda or URLs referenced herein establish the terms and conditions that apply to Partner’s participation in the SugarCRM channel program (the “**Program**”), under which Partner will (a) assist SugarCRM on an independent, non-exclusive basis with the certain activities as allowed in the Add-On Addendum; and (b) be authorized to use and provide Development Tools to Customers, as further detailed in this Agreement. The Program requires the payment of a yearly non-refundable Program Fee. The Program has different membership levels that are, in general, distinguished by the amount of business generated by Partner in connection with the Program (the “**Program Levels**”). The Program Levels, Program Benefits, Program Requirements and Targets (collectively, the “**Membership Terms**”) are more fully described on the Partner Portal.

**2. Nature of Engagement/SugarCRM’s Reserved Rights.**

**2.1 Non-Exclusive Engagement.** This Agreement establishes the terms that are common to any third party participating in the Program. In addition to the common terms, Partner must be appointed a particular “partner” status with respect to the SugarCRM Products (e.g., being a referral provider or reseller). The engagement model on which SugarCRM engages Partner, and Partner accepts shall be as solely specified in the Add-On Addendum. *To be part of the Program, an Add-On Addendum must be in effect and only one can be valid at any given time. Partner shall not be entitled to the rights or benefits of another partner classification unless and until the then-current Add-On Addendum is terminated and a new Add-On Addendum for the different classification is signed between the parties. Under no circumstances is Partner entitled to any of the rights, benefits or protections that may be afforded to those participating as a partner classification other than what is specified in the then-current Add-On Addendum. Additionally, in day-to-day communications and marketing collateral, SugarCRM may refer to Partner as a “partner” in the common language sense of the word as it is increasingly used for cooperative business relationships and doing so does not and will not modify the terms or expectations set forth in this Agreement or any Add-On Addendum.*

**2.2 Commercial Product Only.** Partner will not, directly or indirectly, (a) develop, market, distribute or offer any services related to any open-source version of SugarCRM software (like the “Sugar Community Edition”) (the “**Free Sugar Software**”); or (b) develop and market products, modules or any other software code for use with any Free Sugar Software that has functionality similar to and/or competitive with the SugarCRM Products.

**2.3 Reporting.** During the Term, Partner agrees to furnish SugarCRM with weekly “pipeline” lead information and engage with SugarCRM designated account sales representatives to discuss such leads, irrespective of whether such leads are passed by Partner to SugarCRM or from SugarCRM to Partner.

**2.4 Providing Professional Services to Customers.**

(a) **Services By SugarCRM.** Partner understands and agrees that any professional services offered by SugarCRM will be rendered under a separate services agreement to be signed between SugarCRM and Partner (if the parties wish to have a subcontracted engagement) or directly between SugarCRM and the Customer, as applicable.

(b) **Services By Partner.**

(i) **Testing/Training/Hosting Services.** If Partner is hired by a Customer to test, train, host or provide other non-development services in connection with the Licensed Materials, Customer Work Product or Custom Partner Products for that Customer, then Partner understands that those professional services shall be provided by Partner under a separate agreement to be signed only by Partner and such Customer (each a “**Partner**”).

(ii) **Development-Related Services.** If Partner is hired by a Customer to perform development work in connection with the Licensed Materials, such as creating Customer Work Product or Custom Partner Products, then Partner is considered a subcontractor to that Customer and the terms and conditions of that Customer’s SugarCRM Customer Agreement apply to all modifications made by Partner to the SugarCRM Products for that Customer, except for Enhanced Configurations which can be owned by Partner as further detailed below. Such terms include, by way of example only, who owns the Customer Work Product and its related intellectual property rights. The Partner/Customer Agreement must have terms that allow Customer to comply with the intellectual property ownership terms in its agreement with SugarCRM, unless SugarCRM and Partner expressly agree otherwise in writing.

(iii) **Services to Other Partners.** If Partner desires to provide professional services to another of SugarCRM’s authorized partner, such as an OEM, then the parties will enter into an amendment to this Agreement to capture any special terms necessary to facilitate such special engagements.

(iv) **Customer Satisfaction.** Partner understands and agrees that if Partner fails to provide any of its services, deliverables or work product to a Customer to the satisfaction of that Customer, then SugarCRM reserves the right to work with that Customer directly to transition such services (whether or not complete) to either SugarCRM itself or another partner to ensure a successful implementation and deployment of the Licensed Materials for the Customer without any liability or compensation to Partner.

**2.5 SugarCRM’s Reserved Rights.** SugarCRM reserves the right to, at its sole option: (a) increase or decrease the number of authorized partners in the Program; (b) market, distribute and sell the Licensed Materials and any related services to any and all types of persons or entities, inside or outside of the Territory, using its own personnel or independent sales representatives, including through any indirect channels; (c) to add to and/or remove Licensed Materials and services or any functionality or features from the Licensed Materials; and (d) modify any part of the Membership Terms at any time, including by way of example, the type of Program Levels available,

eligibility and compensation associated with each Program Level (both in terms of thresholds and the manner in which the compensation is calculated) and the Program Requirements.

### 3. **Benefits, Rights, Obligations and Restrictions.**

**3.1 Membership Terms.** Partner will be assigned a Program Level on or about the Effective Date. During the Term, Partner will receive the Program Benefits based on its then-current Program Level. Partner agrees that Partner's compensation level and eligibility for Program Benefits are dependent on Partner meeting and continuing to meet and comply with the applicable Membership Terms for its given Program Level. SugarCRM may change the Membership at any time, in its sole discretion, and wherever reasonably practicable upon 60 days' notice to Partner, which may be done by posting on the Partner Portal and/or via email. If the Partner does not wish to agree to the new Membership Terms, then the Partner may continue on the Program's then-current Membership Terms until the expiration of the then-current Term only. Until the Partner or SugarCRM terminates this Agreement, only the most current Membership Terms apply.

**3.2 Membership Requirements.** Partner agrees, at Partner's own expense, to meet or exceed the minimum Program Requirements applicable to Partner's then-current Program Level to ensure Partner has the necessary expertise on SugarCRM's products and related tools to fulfil its obligations under this Agreement. SugarCRM may, at its option, suspend Partner's access to the Partner Portal (which would prevent Partner from being able to submit Orders) or its other participation in the Program, in whole or in part, if Partner fails to comply with the terms of this Agreement such as the Membership Terms or timely payment of the Fees.

### 3.3 **Rights and Restrictions.**

(a) **Internal Use of SugarCRM Products.** Subject to the terms and conditions of this Agreement, Partner has the right to use, reproduce and modify one copy of the SugarCRM Product for up to the number of users allowed per the Program Benefits for the applicable Program Level solely to conduct internal training of Partner's personnel on the SugarCRM Products to enable such personnel to fulfill the Partner's obligations under this Agreement (like providing support to Partner's Customers in connection with such Customer's use of SugarCRM Products).

(b) **Internal Use of SugarCRM Development Tools.**

(i) Subject to the terms and conditions of this Agreement, Partner has the right to use and reproduce the Development Tools internally and solely for the purpose of (1) learning how SugarCRM develops and tests the SugarCRM Products prior to general commercial launch of the SugarCRM Products (or versions thereof); and (2) determining what modifications Partner may wish to make to the Partner Development Tools to more effectively support each Release made by Partner to its Customers.

(ii) Subject to the terms and conditions of the Agreement, SugarCRM may provide Partner with certain access rights to a Tool Repository from time to time to view or download the Development Tools. Partner will use commercially reasonable efforts to protect all passwords that are used by Partner or Partner users to access the Tool Repository and to promptly inform SugarCRM if Partner becomes aware of any unauthorized access to or use of the Tool Repository.

(iii) Partner shall not authorize or enable any third party to access the Tool Repository or use the Development Tools (some or all of which are Confidential Information of SugarCRM), unless expressly pre-approved by SugarCRM in writing (which approval may be confirmed via email between the parties). If SugarCRM gives Partner approval for a particular third party to have access to or use of the Development Tools, Modified Development Tools and/or the Tool Repository (each, an "**Approved Contractor**"), such approval is subject to and expressly conditioned on the following:

(1) the Approved Contractor is and continues to be a contractor to Partner and requires the access or use rights for the sole purpose of performing work on Partner's behalf and sole benefit. But only for so long as such access or use is necessary; (2) Partner having a written agreement in place with the Approved Contractor that contains terms and conditions no less protective of SugarCRM, the Development Tools, the Tool Repositories or SugarCRM's Confidential Information, including all intellectual property rights therein; and (3) Partner guaranteeing, ensuring and remaining fully responsible for the performance of and compliance by each Approved Contractor with all terms and conditions in the Agreement, such that any breach by an Approved Contractor will be a breach by Partner of such terms and conditions.

(iv) If the Development Tools are not part of a Customer's subscription to the SugarCRM Products and Partner elects to provide Development Tools or Modified Development Tools to a Customer as contemplated in Section 3.3(d), Partner shall offer the Development Tools or Modified Development Tools under its own direct agreement with the Customer and solely for internal use by that Customer only. That agreement between Partner and the Customer must have terms and conditions that are no less restrictive about what the Customer can or can't do with the Development Tools than those stated in this Agreement and Partner is responsible for the Customer's compliance with those terms.

(c) **Demonstrations and Evaluations of Licensed Materials.** Partner may: (i) provide demonstrations of the Licensed Materials to Prospects, provided that such Prospect has executed a non-disclosure agreement with Partner prior to Partner providing any demonstration of the Licensed Materials; and (ii) distribute Evaluation Versions to Prospects, provided that such Prospect has executed an Evaluation Agreement prior to Partner distributing or providing access to any Evaluation Version of the SugarCRM Products. Notwithstanding anything to the contrary in this Section, Partner shall not demonstrate any Pre-Release Products without an express disclaimer that what is being show to the Prospect is a "not for production" version of the SugarCRM Products.

(d) **Creation/Promotion of Partner Solutions.**

(i) **General Rights.** Partner may develop and market Partner Solutions that complement and extend SugarCRM Products, provided that Partner provides SugarCRM with reasonable written notice prior to starting any marketing activity or otherwise offering (whether for free or fee-based) any Partner Solution.

(ii) **Scope of Licenses.** Subject to the terms and conditions of this Agreement, Partner may install one (1) copy of the Licensed Materials for up to the number of users allowed per the Program Benefits for the applicable Program Level solely to (1) use, reproduce and modify the Licensed Materials to create Partner Solutions; and (2) use, reproduce and distribute the Development Tools and Partner Solutions solely to Customers for use exclusively with the SugarCRM Products. Partner is solely responsible for entering into its own agreement directly with the Customer to cover the Partner Solutions it offers to those Customers. That agreement must have terms and conditions that are no less restrictive about what the Customer can or can't do with the Development Tools than those stated in this Agreement. However, Partner shall not market, sell or otherwise distribute or make available any Pre-Release Products without an express disclaimer that what is being to the Prospect or Customer is a "not for production" version of the SugarCRM Products. **The rights in this Section do not permit Partner to distribute the SugarCRM Products to any third party.** Rather, Partner's rights remain limited to the activities expressly allowed in the Add-On Addendum.

(e) **Third-Party Software.** The Licensed Materials may utilize or include certain Third Party Software. Partner's use of the Licensed Materials, including all Third Party Software accessible via APIs, is governed by the applicable Third Party Software terms and

conditions. If a Third Party Software provider requires SugarCRM to remove such software from the Licensed Materials for any reason, Partner agrees to cooperate with SugarCRM to ensure its removal from the Licensed Materials and Partner's and its Customers' systems.

(e) **Third Party APIs.** Some features within the Licensed Materials may interoperate with third party services (such as Google) depend on the continuing availability of the party's application programming interface (API) and program for use with the Licensed Materials. If a third party ceases to make such API or program available on reasonable terms to SugarCRM, SugarCRM may cease providing such third party features without entitling Partner or Customers to any refund, credit, or other compensation.

(f) **Internal Use of SugarCRM Products for Partner's Own Production Purposes.** If Partner desires to use SugarCRM Products for production purposes (e.g., as Partner's own customer-relationship management system for managing its business operations), then Partner will be required to execute a special Order Form with SugarCRM, which Order Form will set forth the terms and conditions applicable to Partner's production use of the SugarCRM Products for the number of users specified in such Order Form. Unless the Program Benefits expressly provide that production-use licenses are available at no additional charge (such as for a specified number of users), then Partner will be required to pay the applicable per user subscription fee to obtain such production licenses.

(g) **Notice of Unauthorized Use.** Partner agrees to: (i) prevent unauthorized access or use of the Licensed Materials; and (ii) notify SugarCRM immediately in writing of (1) any unauthorized use of, or access to, the Licensed Materials, any Customer account or any Subscription User account or password thereof; or (2) any notice or charge of noncompliance with any applicable law, rule or regulation asserted or filed against Partner in connection with a Customer.

**3.4 Establishing Customer Agreements.** Unless expressly approved otherwise by SugarCRM, **Partner agrees that prior to a Customer receiving access to or use of a SugarCRM Product, each Customer must agree to the terms and conditions the then current SugarCRM Customer Agreement.** Partner understands and agrees that it (a) has no authority to, and shall not, bind SugarCRM to any obligations, including under or in connection with any Partner/Customer Agreement; (b) cannot accept any order as binding upon SugarCRM, without SugarCRM's written consent; and (c) shall not make any representations or warranties with respect to SugarCRM or the Licensed Materials that are inconsistent with the then-current SugarCRM Customer Agreement, the terms and conditions set forth in this Agreement, the Product Documentation, promotional materials and other literature distributed by SugarCRM, including all liability limitations and disclaimers contained in such materials.

**3.5 Support; Upgrade Policy.** Each party's Support obligations and the upgrade policy for SugarCRM Products are in Exhibit B. Partner agrees that: (a) it's responsible for its own datacenter and application-hosting infrastructure; and (b) SugarCRM has no responsibility to provide technical support or maintenance to Partner or any of its Customers for any Customer Work Product, Partner Tools or Partner Solutions.

**3.6 Partner Restrictions.** Except as expressly allowed in this Agreement, Partner shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, commercialize or otherwise transfer any rights or usage in or to the SugarCRM Property (defined in Section 4.1(d)); (b) remove or alter any copyright, trademark or any other proprietary notices (including any license files or the like) in the SugarCRM Property; (c) provide the SugarCRM Property on a timesharing, service bureau or other similar basis; (d) reverse engineer, decompile or modify any encrypted or encoded portion of the SugarCRM Property; (e) modify any Original Code to develop Forked Software; (f) make any Modifications to any portion of the Critical Control Software; (g) use or modify the SugarCRM Property in any way that would subject the SugarCRM Property, in whole or in

part, to a Prohibited License; or (h) access or use the SugarCRM Property for the purpose of building a competitive product or service or copying its features or interface.

**3.7 Compliance with SugarCRM's Business Policies and Practices.** SugarCRM expects those it works with to conduct business honestly, ethically, legally and with integrity. Further, all of Partner's Marketing of SugarCRM Products or distribution of Development Tools to Customers are subject to any and all SugarCRM rules, business policies, and operating procedures (including, but not limited to, those concerning Orders, the SugarCRM Customer Agreement, the Supplier Code of Conduct or SugarCRM's policies and procedures around development and testing on SugarCRM's on demand environment) (collectively, the "**Business Policies and Practices**"). The Business Policies and Practices will be made available to Partner, like by posting them on the Partner Portal. Partner agrees to adhere to the Business Policies and Practices while conducting business with or on behalf of SugarCRM. SugarCRM may change its rules, policies and operating procedures at any time, in its sole discretion, and wherever reasonably practicable upon 30 days' notice to Partner, which may be done by posting on the Partner Portal and/or via email.

**3.8 Customer-Requested Transitions.** If a Customer provides SugarCRM with a written request to transition from Partner to another third party within the Program, Partner agrees to fully cooperate with SugarCRM to process such transition and to provide the necessary support services to complete such transition.

## 4. Intellectual Property.

### 4.1 **Ownership and Related Terms.**

(a) **Customer Work Product.** As between Partner and a Customer, the Customer may need to own the Customer Work Product created by Partner for that Customer to comply with the terms of the SugarCRM Customer Agreement, unless SugarCRM has agreed to different terms with the Customer in the SugarCRM Customer Agreement or to different terms in this Agreement. Where a Customer has an obligation under the terms of its SugarCRM Customer Agreement to either assign ownership and intellectual property rights in the Customer Work Product to SugarCRM or grant a license back rights to SugarCRM in such things as the "configurations", then Partner agrees that the Partner/Customer Agreement will have terms that assign such rights from the Partner to the Customer or give licenses to the Customer to enable the Customer to comply with its license back obligations under its SugarCRM Customer Agreement, as applicable.

(b) **Partner Solutions.** Subject to SugarCRM's underlying ownership in the Licensed Materials, as between Partner and SugarCRM, Partner owns all right, title and interest, including all intellectual property rights, in and to the Partner Solutions (including Enhanced Configurations that may have been created for a Customer), Partner Tools, Partner Marks and any Modified Development Tools, including all copies of any of the foregoing (the "**Partner Property**"). Where a Customer opts to obtain one or more Partner Solutions from Partner, Partner may license that Customer the right to use such Partner Solutions for use with the SugarCRM Products as contemplated in Section 3.3(d)(ii). Partner has no obligation to deliver or otherwise make any Partner Property available to SugarCRM or its Affiliates.

(c) **Non-Assert.** Partner covenants that neither it nor any of its Affiliates will initiate any legal action in any jurisdiction alleging direct or indirect patent infringement against SugarCRM or its Affiliates or any SugarCRM customers or those in SugarCRM's or its Affiliates' sales, distribution or development channels (each a "**Covered Party**") based on a Covered Party's use, license, sell, offer for sale, distribution, import and exploitation of any modifications made by a Covered Party that result in "API only products," "configurations," modified versions of the Development Tools or other Modifications that have or may have the same or similar use, features, functionality,



implementation, method, process, composition, operation, design or purpose as the Partner Property.

(d) **Ownership by SugarCRM.** Except as expressly stated otherwise in Sections 4.1(a) or (b), as between SugarCRM and Partner, SugarCRM owns all right, title and interest, including all intellectual property rights, in and to the Licensed Materials (including all Modifications thereto), the Tool Repository, SugarCRM Web Properties, SugarCRM Links, SugarCRM Marks and SugarCRM Content, including all copies of any of the foregoing (collectively, the “**SugarCRM Property**”). Partner hereby does and will assign to SugarCRM all right, title and interest worldwide in the intellectual property rights embodied in any and all Core Modifications. To the extent any of the rights, title and interest are not assignable by Partner to SugarCRM, Partner grants and agrees to grant to SugarCRM an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) under Partner’s intellectual property rights to use, disclose, reproduce, license, sell, offer for sale, distribute, import and otherwise exploit the Core Modifications in its discretion, without restriction or obligation of any kind or nature. Core Modifications, if any, are licensed back by SugarCRM to Partner on the same terms and conditions as the original Licensed Materials. Except as expressly stated otherwise in this Agreement, SugarCRM retains all of its right, title and ownership interest in and to the SugarCRM Property, and no other intellectual property rights or license rights are granted by SugarCRM to Partner under this Agreement, either expressly or by implication, estoppel or otherwise, including, but not limited to, any rights under any of SugarCRM’s or its Affiliates patents.

**4.2 Freedom to Operate and Innovate.** Nothing in this Section 4 shall inhibit, hamper, encumber or otherwise impede SugarCRM’s freedom to create Independent Modifications or improve, extend and/or modify any and all SugarCRM Property or services that SugarCRM may offer from time to time to support or use the SugarCRM Products.

**4.3 Feedback.** Partner may, from time to time, provide, disclose or deliver suggestions, enhancement, feature requests, bug fixes for the Licensed Materials (including any actual code submitted to SugarCRM to fix the bug itself), Modified Development Tools or other feedback to SugarCRM with respect to the SugarCRM Property or other SugarCRM products, services or related documentation (whether or not such is disclosed or delivered by SugarCRM to Partner under this Agreement) (collectively, “**Feedback**”). Partner agrees that all Feedback is and shall be given by Partner entirely voluntarily. Notwithstanding anything to the contrary in Section 4.1(c), SugarCRM shall be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback in its discretion, without restriction or obligation of any kind or nature. Feedback, even if designated as confidential by Partner, shall not create any obligation of confidentiality for SugarCRM, unless SugarCRM expressly agrees so in writing.

**4.4 Code Contributions.** Except as stated otherwise in Section 4.3 with respect to bug fixes and Modified Development Tools, if Partner desires to contribute any other code back to SugarCRM, Partner will be required to enter into a separate contribution agreement with SugarCRM.

**5. Order Processing, Fees, Payments and Audit.**

**5.1 Order Processing.** Partner agrees to adhere to the orders process stated in the then-current Add-On Addendum.

**5.2 Fees and Payment Terms.**

(a) **Program Fees.** Within 30 days of the Effective Date, Partner shall pay SugarCRM the non-refundable Program Fee. The Program Fee for each Renewal Term (defined in Section 8.1) shall be the then-current Program Fee at the time of renewal and is payable prior to expiration of the current annual membership period. Other than the initial 30 days of this Agreement, Partner may not participate in the Program until payment of the applicable Program Fee has been

received by SugarCRM for the applicable Term.

(b) **Non-Program Fees.** Any other Fees that may be payable by Partner to SugarCRM or payable by SugarCRM to Partner are as specified in the applicable Add-On Addendum, including any related dispute resolution process.

(c) **Payment Terms.** All Fees payable by Partner that accrue and are not reasonably in dispute are due 30 days from the applicable invoice date. All Fees shall be in U.S. Dollars. For clarity, unless expressly stated otherwise by SugarCRM, the Development Tools are provided free of charge.

**5.3 Taxes.**

(a) **Fees Exclusive of Taxes.** Fees do not include any Taxes or other similar charges.

(b) **Partner’s Responsibility for Taxes.** Partner is responsible for calculating and remitting payment of all Taxes that accrue under this Agreement to the applicable taxing authority (exclusive of Sugar-Only Taxes). If Partner is legally required to pay withholding Taxes on the Fees (or make any similar tax reduction) (each a “**Fee Reduction Tax**”), then (i) Partner shall deduct the applicable Fee Reduction Tax from the Fees prior to payment to SugarCRM (based on a rate mutually confirmed by the parties); (ii) timely remit the Fee Reduction Taxes to the appropriate taxing authorities; and (iii) promptly furnish SugarCRM with tax receipts evidencing the payments of the Fee Reduction Taxes on such Fees. If Partner breaches the obligations in this Section it shall indemnify SugarCRM against any costs, claims and liabilities arising as a result of the breach.

(c) **Supporting Documentation.** If requested by Partner in writing, SugarCRM will provide the following documentation to assist Partner in its calculation and remittance of Taxes: (i) invoice or report applicable to the accrued Fees; (ii) statement issued by the U.S. Internal Revenue Service that validates SugarCRM as a US entity; and (iii) if Partner is located in India, SugarCRM’s Permanent Account Number (PAN).

(d) **Impact of Withholding or Similar Taxes on Pricing.** If Partner believes that Fee Reduction Taxes will apply to Fees under this Agreement, then Partner will notify SugarCRM promptly, but within no more than 5 days of the Effective Date of this Agreement. If the parties have negotiated Fees without expressly accounting for the then-current Fee Reduction Taxes and the parties later determine that such taxes are in fact required (or have increased or decreased during the course of this Agreement), then the Fees payable by Partner under this Agreement shall be adjusted to the extent necessary to ensure that, after such Fee Reduction Taxes are applied, SugarCRM receives and retains, a net amount equal to the Fees that SugarCRM would have received and retained absent the deductions required for the Fee Reduction Taxes. The newly adjusted Fees will be documented in writing.

**5.4 Audit.** In addition to any other terms in an Add-On Addendum applicable to audits, Partner shall keep all records (including, but not limited to, Order Forms and Partner/Customer Agreements) applicable to each Customer transaction related to this Agreement (“**Records**”) during the Term and for a period of 6 years thereafter. SugarCRM, or a third party designated by SugarCRM, shall have the right to audit and inspect Partner’s Records in order to verify Partner’s compliance with the terms of the Agreement a. Partner shall provide SugarCRM or its designated third party auditor with access to all Records in order to perform the audit and inspection.

**6. Marketing.**

**6.1 General.** Partner will at all times perform all of its obligations under this Agreement in a professional manner and in accordance with this Agreement and any guidelines issued by SugarCRM, including, without limitation, the Business Policies and Practices. During the Term, Partner agrees to: (a) conduct business in a manner that reflects

favorably at all times on the SugarCRM Property and the good name, goodwill and reputation of SugarCRM; (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to SugarCRM or any SugarCRM Property, including but not limited to disparagement of SugarCRM or the Licensed Materials; (c) not knowingly make any false or misleading representation with respect to SugarCRM or any SugarCRM Property; and (d) use SugarCRM Marks solely to promote, market and identify Licensed Materials in accordance with this Section 6.

**6.2 Promotion.** Partner shall use commercially reasonable efforts to coordinate with SugarCRM regarding marketing and promotion of Licensed Products in the Territory. Among other things, Partner shall: (a) attend trade shows to promote the Licensed Products; (b) list the SugarCRM Products in Partner's product lists and Partner's other marketing materials (per the terms set forth hereunder); (c) coordinate with SugarCRM regarding advertising of the Licensed Products in trade journals, magazines, and other appropriate publications; and (d) as may be requested by SugarCRM from time to time, translate and distribute SugarCRM's press releases and other publicity and sales materials in the Territory. Partner agrees that the use of any SugarCRM Marks on a Partner Website will conform to the branding guidelines available on the Partner Portal. In all cases, Partner must comply with the use restrictions set forth in Section 6.5(c) with respect to names, marks or identifiers that are the same or similar to those used by SugarCRM.

**6.3 Linking to SugarCRM.** Subject to the terms and conditions of this Agreement, Partner has the right to use the SugarCRM Links as provided by SugarCRM solely to: (a) publicize its then-current Program Level; and (b) access SugarCRM Web Properties through SugarCRM Links. Partner shall promptly substitute new SugarCRM Links that may be provided to Partner by SugarCRM from time to time. All banners and links used by Partner to link to any SugarCRM Web Properties must be downloaded from SugarCRM Web Properties in accordance with the terms of this Agreement and SugarCRM's branding guidelines available on the Partner Portal, or subject to prior approval of SugarCRM.

**6.4 No Spam or Forced Linking.** Partner shall not send Spam. Partner shall not force visitors to any SugarCRM Web Properties via any mechanism that acts as an automatic transport, such as "meta refresh" or "forced exit" scripts. For purposes of this Section, "Spam" means unsolicited commercial email or other reasonably similar online, unsolicited commercial, direct messaging that makes reference to SugarCRM, any Licensed Materials or any other product or service of SugarCRM, or that includes a link to any SugarCRM Web Properties.

**6.5 Trademarks and Other Branding Requirements.**

(a) **Use of SugarCRM Marks and Related Restrictions.** All use of SugarCRM Marks as well as references to the Licensed Materials must comply with the SugarCRM's trademark policy available on the Partner Portal, as amended from time to time at SugarCRM's sole discretion. Partner shall not directly or indirectly do any of the following: (i) file, seek or in any way try to register SugarCRM's name or any other SugarCRM Marks on its own behalf or for its benefit with any government authority or any domain name registry in any country; (ii) assert or claim any rights, ownership or any other interests in or to SugarCRM's name or SugarCRM Marks with any government authority, domain name registry or any other third party in any country; (iii) alter, modify or change any SugarCRM Mark in any way whatsoever; (iv) assert the invalidity, unenforceability or contest the ownership by SugarCRM of the SugarCRM Marks in any action or proceeding of whatever kind or nature; and/or (v) take any action that may prejudice SugarCRM's rights in the SugarCRM Marks, render the SugarCRM Marks generic, or otherwise weaken their validity or diminish their associated goodwill. Any and all goodwill arising from Partner's use of the SugarCRM Marks shall inure exclusively to the benefit of SugarCRM and Partner is not entitled to any compensation with respect to the creation of or contribution to any such goodwill. If Partner violates this Section, Partner understands and agrees that in

addition to any other rights or remedies available to SugarCRM under this Agreement, Partner shall (1) assign all rights, title and interests in such trademarks or domain names (whether as an application or registered) to SugarCRM; and (2) reimburse SugarCRM for any and all costs that SugarCRM incurs to enforce its rights under this Agreement and have Partner assign, including without limitation, any attorneys' fees applicable to such enforcement effort, in each case, within no more than 30 days of SugarCRM's written request.

(b) **Use of Partner Marks.** During the Term and subject to the terms and conditions of this Agreement, Partner grants to SugarCRM a non-transferable, non-exclusive, license to reproduce and display Partner Marks so that SugarCRM may refer to Partner as a participant in the Program, such as on a SugarCRM Web Properties, in press releases and in other marketing materials. SugarCRM shall not alter, modify or change any Partner Marks in any way whatsoever. SugarCRM shall not assert the invalidity, unenforceability or contest the ownership by Partner of the Partner Marks in any action or proceeding of whatever kind or nature, and shall not knowingly take any action that might prejudice Partner's rights in the Partner Marks, render the Partner Marks generic, or otherwise weaken their validity or diminish their associated goodwill. Any and all goodwill arising from SugarCRM's use of the Partner Marks shall inure exclusively to the benefit of the Partner.

(c) **No Use of "Sugar" or Confusing Content in Partner Domains, Websites or Names.** In addition to the restrictions in Section 6.5(a), Partner agrees that Partner Websites and domain names for Partner Websites shall not contain any SugarCRM Marks or any variation thereof, except as otherwise permitted herein. Partner shall not (i) use the name "Sugar" as part of Partner's company name, domain name, website or Partner product, including any Partner Solutions; (ii) copy, co-brand or frame any SugarCRM Web Properties or otherwise have any portion of any SugarCRM Web Properties visible on Partner Websites, or otherwise have any portion of Partner Websites visible on the screen once a user has clicked through to a SugarCRM Web Properties; or (iii) create the impression that any Partner Website is a SugarCRM Web Properties or is part of any SugarCRM Web Properties. Absent the prior written approval of SugarCRM, Partner Websites will not in any way copy any material content from, or resemble the look and feel of, any SugarCRM Web Properties (the "SugarCRM Content"). If such approval is granted, Partner's right to use any such Sugar Content is limited to reproducing such Sugar Content on the approved Partner Website(s).

## **7. Data Collection, Usage, Protection and Security.**

**7.1 HIPAA and PHI in Relation to SugarCRM Products.** Partner understands and acknowledges that neither the Licensed Materials nor any SugarCRM systems are configured to receive and store personal health information ("PHI"), as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA") and that SugarCRM is neither a "Covered Entity" nor a "Business Associate," as those terms are defined in HIPAA. Partner further agrees to ensure its Customers are also aware of these limitations. As such, Partner agrees, on behalf of itself and its Customers, not to provide access to or submit any PHI to SugarCRM when requesting technical and or support services, in either case, to, directly or indirectly, submit, store or include any PHI as part of the Company Data. Partner agrees that SugarCRM may terminate this Agreement immediately, if Partner is found to be in violation of this Section.

### **7.2 Data Collection and Protection.**

(a) **Business Information.** SugarCRM and its Affiliates store and use Partner business contact information, including names, business phone numbers, and business e-mail addresses, anywhere it does business. Such information will be processed and used in connection with SugarCRM's business relationship and may be provided to contractors acting on SugarCRM's behalf, SugarCRM's business partners who promote, market and support certain SugarCRM products and services, and assignees of SugarCRM and

its subsidiaries for uses consistent with SugarCRM's business relationship.

(b) **Relationship of the Parties.** To the extent that the Customer Data contains personal data about any living individual ("Data") and SugarCRM has or is given access to such Data by either Partner or the Partner's Customer (e.g., in connection with providing support or other similar technical assistance), then SugarCRM will process that Data, where applicable, only as a Data Processor acting on behalf of, as applicable, the Partner or Customer (as the Data Controller) and in accordance with the requirements of this Agreement.

(c) **Compliance with Privacy Laws.** Partner will at all times comply with the requirements of any applicable privacy and data protection laws (including where applicable, European Union Directives 95/46/EC and 2002/58/EC and any national implementation(s) of them) to which it is subject as a Data Controller ("**Applicable Privacy Law(s)**"), including without limitation, when Partner provides any professional services in connection with the Licensed Materials for a Customer. Partner will also (i) ensure that the Partner/Customer Agreements require that its Customers also comply with the Applicable Privacy Laws; and (ii) advise SugarCRM if Partner becomes aware of a Customer's violation of the Applicable Privacy Laws that may impact SugarCRM (e.g., where SugarCRM is hosting that Customer's instance of the SugarCRM Products).

(d) **Purpose Limitation.** SugarCRM will process any Data to which it has been granted access in accordance with Partner's and the Customer's instructions under Applicable Privacy Law(s) and will not: (i) assume any responsibility for determining the purposes for which and the manner in which the Data is processed; or (ii) process the Data for its own purposes. To the extent Partner is hosting the SugarCRM Products for a Customer, Partner will also ensure it complies with the limitations set forth in this Section and inform and gain consent with respect to usage data as further contemplated in sub-sections (e) and (f) below.

(e) **Usage Data.**

(i) In the course of providing services described in this Agreement (including to Customers pursuant to their respective SugarCRM Customer Agreement), SugarCRM may also collect, use, process and store diagnostic and usage related content from the computer, mobile phone or other devices the Customers' Subscription Users use to access the SugarCRM Product or related service. This may include, but is not limited to, IP addresses and other information like internet service, location, the type of browser and modules that are used and/or accessed (the "**Usage Data**"). Usage Data does not, however, include Customer Data.

(ii) The SugarCRM Product also includes Critical Control Software that regularly transmits certain usage data, including but not limited to, licensing, system and service performance data, to SugarCRM to verify compliance with the terms of this Agreement and to improve SugarCRM's products and services. Partner understands and agrees that SugarCRM can and will use the Critical Control Software in accordance with the terms of this Agreement. Critical Control Software does not collect or access any Customer Data.

(f) **Aggregated Data Use.** Partner agrees and will ensure Partner's Customers agree that SugarCRM may process the Data and Usage Data to create and compile anonymized, aggregated datasets and/or statistics about the SugarCRM products or services in order to: (i) maintain and improve the performance and integrity of SugarCRM products or services; (ii) understand which SugarCRM products or services are most commonly deployed and preferred by customers and how customers interact with SugarCRM products or services; (iii) identify the types of SugarCRM services that may require additional maintenance or support; and (iv) comply with all regulatory, legislative and/or contractual requirements, provided in each case that such

aggregated datasets and statistics will not enable Customer or any living individual to be identified.

8. **Term & Termination.**

8.1 **Term.**

(a) **Agreement Term.** The initial term of this Agreement shall be for a period commencing on the Effective Date and ending on January 31 of the next calendar year from the Effective Date ("**Initial Term**"). For example, if the Effective Date is June 30, 2023, then the expiration date for the Initial Term will be January 31, 2024. This Agreement shall automatically renew for successive, subsequent one-year periods (each a "**Renewal Term**," collectively, the Initial Term and Renewal Terms, hereinafter referred to as the "**Term**"), unless terminated sooner as allowed in Section 8.2.

(b) **Add-On Addendum Term.** An Add-On Addendum will commence as of effective date specified in such addendum and continue until the expiration date of the Initial Term and, thereafter, shall automatically renew for a time period equal to the Renewal Term, unless terminated sooner as allowed in Section 8.2.

8.2 **Termination.** Either party may terminate this Agreement and/or any individual Add-On Addendum: (a) for its convenience, upon the provision of 30 days prior written notice to the other; (b) immediately, if a party materially breaches its obligations hereunder and, where such breach remains uncured for 30 days following written notice of the breach; (c) immediately, if a party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; or (d) as authorized pursuant to the terms of this Agreement.

8.3 **General Obligations Upon Termination.** Upon the termination of this Agreement for any reason (which by default also means a termination of the Add-On Addendum), all licenses to the SugarCRM Property granted hereunder, including but not limited to those set forth in Sections 3.3 and 6.5(a), shall terminate and Partner will immediately: (a) cease use of, and, if applicable, remove from Partner Websites, any SugarCRM Marks (including, without limitation, the Program Level logos), SugarCRM Links and any other Sugar Content or materials provided by or on behalf of SugarCRM to Partner pursuant to this Agreement or in connection with the Program; (b) return or destroy any and all copies of all promotional materials that incorporate any SugarCRM Marks and/or any other Sugar Content; (c) cease any and all SugarCRM-related activities Partner may be undertaking pursuant to this Agreement or any Add-On Addendum; (d) other than for archival purposes as authorized in Section 9, cease use of and return to SugarCRM or destroy all of SugarCRM's Confidential Information, including all copies of the SugarCRM Property; (e) assist SugarCRM with the transition of Customers to SugarCRM or another partner; and (f) submit payment for all outstanding invoices due and payable to SugarCRM within 30 days of the effective date of termination. However, Partner may continue to use SugarCRM's Confidential Information for the sole purpose of fulfilling its support obligations to any Customers existing as of the effective date of termination for no longer than the expiration of such Customer's then-current subscription period; provided, that Partner shall only be allowed to provide support to each such Customer until such Customers have been transitioned to SugarCRM or another authorized partner of SugarCRM. The terms of this Agreement shall remain in full force and effect as to each such Customer during such time.

*If an Add-On Addendum is terminated by the parties for the sole purpose of changing the Partner from a particular partner classification (like a referral provider to a reseller or vice versa), then as of the effective date of termination of that Add-On Addendum, (i) Partner is only required to cease the SugarCRM-related activities reflected in the terminated Add-On Addendum; and (ii) all associated rights the Partner had under such Add-On Addendum shall immediately terminate.*

8.4 **Transitions and Post-Termination Customer Engagements.** Nothing herein shall prevent SugarCRM from entering



into any arrangement or agreement directly with any Customer for continued use of the Licensed Materials after the effective date of termination of this Agreement and Partner will assist in any transition requested by either the Customer or SugarCRM. After the termination of this Agreement, Partner shall refer all inquiries regarding SugarCRM or the Licensed Materials to SugarCRM. The parties agree to work in good faith to transition, within 30 days of the effective date of termination of this Agreement, from Partner to SugarCRM, the contact details for all Customers and Prospects.

**8.5 No Financial Liability for Lawful Terminations.** Neither Partner nor SugarCRM shall be entitled to any severance, termination indemnities or other payments as a consequence of any lawful termination of this Agreement or any individual Add-On Addendum by the other party and both parties agree and acknowledge that they (a) do not expect and hereby waive any rights to severance, termination indemnities or similar payments; (b) enter into this Agreement and each Add-On Addendum without any expectation of any particular duration regarding the business relationship contemplated by this Agreement or the Add-On Addendum; and (c) will not make any investments specifically for purposes of this Agreement or any Add-On Addendum that they could seek reimbursement for from the other party in case of lawful termination.

**8.6 Survival.** Sections 3.6, 3.8, 4, 5, 6.5(c), 8.3, 8.4, 8.5, 8.6, 9, 10.2(b), 10.3, 11, 12 and 13 shall survive any termination of this Agreement.

**9. Confidentiality.** The Licensed Materials and the terms of this Agreement are Confidential Information of SugarCRM and/or its third party licensors and vendors, as applicable. The receiving party shall use the Confidential Information of the disclosing party only for the purpose of fulfilling the receiving party's obligations under this Agreement. The receiving party shall not disclose or cause to be disclosed any Confidential Information of the disclosing party except to Representatives who require access to the Confidential Information to fulfill the receiving party's obligations under this Agreement and who are bound by obligations of confidentiality as strict as those in this Agreement. The receiving party will be responsible for any breach of this Agreement by its Representatives. Confidential Information shall not include any information that was: (a) previously known to the receiving party without obligation of confidence prior to disclosure by the disclosing party; (b) independently developed by or for the receiving party without use of or access to the disclosing party's Confidential Information; (c) acquired by the receiving party without restriction on disclosure from a third party which is not under an obligation of confidence with respect to such information; or (d) which is or becomes publicly available through no breach of this Agreement by the receiving party. A disclosure of Confidential Information as required by order of a court or governmental agency or as otherwise required by law shall not be a breach of this Agreement or a waiver of confidentiality for any other reason, provided that the receiving party promptly provides the disclosing party with prior written notice, to the extent permitted by law, to allow the disclosing party to seek a protective order or otherwise prevent or limit the disclosure. Each party acknowledges that failure to comply with the confidentiality obligations set forth herein will cause the other party irreparable harm for which the disclosing party may not have an adequate remedy; therefore, the disclosing party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies at law or in equity, for any violation or threatened violation of this Section. Within 5 days after a disclosing party's request, the receiving party shall return or destroy, at the disclosing party's option, the disclosing party's Confidential Information. Notwithstanding anything to the contrary in this Agreement, the receiving party shall be entitled to retain one archival copy of the Confidential Information of the disclosing party for legal, regulatory or compliance purposes, and nothing shall require the erasure, deletion, alteration, or destruction of back-up tapes and other back-up media made in accordance with receiving party's reasonable document-retention policies and procedures.

## 10. Warranties.

**10.1 Partner Warranties.** Partner represents and warrants that: (a) this Agreement, including any exhibits or addenda attached hereto, has been duly and validly executed and delivered by Partner and constitutes Partner's legal, valid and binding obligation, enforceable against Partner in accordance with the terms of this Agreement; (b) Partner is the owner of Partner Property and has all the rights and power to license such Partner Property to SugarCRM hereunder; and (c) the Partner Websites and business complies, and shall continue during the Term to comply, with all applicable laws, regulations, rules, decrees and other requirements of the United States, any government in the Territory and any other government or governmental authority having jurisdiction over Partner based on its performance under this Agreement.

### 10.2 SugarCRM Warranties.

(a) **Product and General Warranties.** SugarCRM represents and warrants that: (i) this Agreement, including any exhibits or addenda attached hereto, has been duly and validly executed and delivered by SugarCRM and constitutes SugarCRM's legal, valid and binding obligation, enforceable against SugarCRM in accordance with its terms; (ii) SugarCRM is the owner of the SugarCRM Property or has all the rights and power to license such SugarCRM Property to Partner hereunder; and (iii) for a period of 30 days from delivery or the date on which its first made accessible to Partner, the SugarCRM Products will perform materially in accordance with the Product Documentation. If the SugarCRM Product does not conform to the warranty specified in Section 10.2(a)(iii) above, SugarCRM's entire liability and Partner's sole and exclusive remedy for any breach of the limited warranties specified in this Section 10.2 will be for SugarCRM, in its reasonable determination to: (1) substantially correct any Errors (as defined in Exhibit B) in the SugarCRM Products; (2) replace the non-complying portions of the SugarCRM Product with complying software; or (3) if, in SugarCRM's judgment, (1) and (2) above are not feasible by using commercially reasonable efforts, refund fees paid by Partner in the twelve (12) months preceding the notice of breach for non-complying portions of the SugarCRM Product from the date on which SugarCRM receives notice of non-compliance from Partner, if any, and terminate this Agreement. The warranty in Section 10.2(a)(iii) does not cover any Errors due to: (w) any Modifications, reconfiguration or maintenance of the SugarCRM Products performed by any party other than SugarCRM; (x) any use of the SugarCRM Products on a system that does not meet SugarCRM's minimum standards for such SugarCRM Products; (y) any software other than the SugarCRM Products, including, without limitation, any Third-Party Software or Partner Solutions; or (z) any hardware.

(b) **No Warranties.** The parties agree that the Development Tools, Tool Repository, Sugar Content and, where licensed by SugarCRM back to Partner, Customer Work Product (the "Supplemental Deliverables") are provided by SugarCRM to Partner on an "AS IS" basis and without any support, warranties, guarantees or indemnity of any kind. For the avoidance of doubt, Sections 3.5 (including Exhibit B), 10.2 and 12.1 of this Agreement do not apply to such Supplemental Deliverables.

**10.3 Disclaimer of Warranties.** EXCEPT AS PROVIDED HEREIN, SUGARCRM MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PROGRAM, THE SUGARCRM PROPERTY AND ANY OTHER SERVICES OR OTHER MATERIALS OFFERED, SOLD OR LICENSED THROUGH OR IN CONNECTION WITH THE PROGRAM, INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SUGARCRM MAKES NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF ANY LICENSED MATERIALS, TOOL REPOSITORY OR SUGARCRM WEB PROPERTIES WILL BE UNINTERRUPTED OR ERROR-FREE, AND

SUGARCRM WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

## 11. Limitation of Liability.

**11.1 Disclaimer of Consequential Damages.** EXCEPT FOR BREACH BY PARTNER OF THE LICENSES OR RESTRICTIONS SET FORTH IN SECTIONS 3.3 and 3.6, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS OR DATA ARISING IN CONNECTION WITH THIS AGREEMENT OR RELATED TO OR IN CONNECTION WITH THE PROGRAM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL LIABILITY IN THE AGGREGATE, WHETHER ARISING IN CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) PRODUCT LIABILITY, MISREPRESENTATIONS OR OTHERWISE.

**11.2 Limit on Direct Damages.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF SUGARCRM ARISING UNDER THIS AGREEMENT OR RELATED TO OR IN CONNECTION WITH THE PROGRAM FOR ANY REASON EXCEED THE TOTAL FEES PAID, BY PARTNER TO SUGARCRM UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY BEFORE THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. THIS LIMITATION APPLIES TO ALL LIABILITY IN THE AGGREGATE, WHETHER ARISING IN CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) PRODUCT LIABILITY, MISREPRESENTATIONS OR OTHERWISE. THE PARTIES AGREE THAT FULFILLMENT OF EACH PARTY'S OBLIGATIONS TO THE OTHER PARTY PURSUANT TO SECTION 12 IS DIRECT DAMAGES FOR PURPOSES OF THIS AGREEMENT.

**11.3 Limit on Causes of Action.** NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY PARTNER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

**11.4 Allocation of Risk.** BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS BETWEEN THE PARTIES AS AUTHORIZED BY APPLICABLE LAWS. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK.

## 12. Responsibility for Third Party Claims.

**12.1 SugarCRM.** SugarCRM shall, at its expense, (a) defend or settle any third party claims, actions and demands brought against Partner where the third party claimant expressly asserts that (i) the SugarCRM Product infringes such third party's trademarks or copyrights; or (ii) SugarCRM misappropriated such third party's trade secrets in the development of the SugarCRM Product; and (b) pay all damages finally awarded therein against the Partner indemnified parties or agreed upon in settlement by SugarCRM (including other reasonable costs incurred by Partner or its Affiliates, including reasonable attorneys' fees, in connection with enforcing this Section 12.1), subject to the exclusions (1)-(5) set forth below. SugarCRM has no obligation to Partner under this Section for any claim, action or demand to the extent that such claim, demand or action is based on: (1) Third Party Software, Partner Solution or Partner Data; (2) Modifications where the SugarCRM Product would not infringe except for such Modifications, other than those made by SugarCRM; (3) combination of the SugarCRM Product with other products, processes or materials where the SugarCRM Product would not infringe except for such combination; (4) where Partner continues to use the SugarCRM Product after being notified of allegedly infringing activity or being informed of Modifications that would have avoided the alleged infringement; or (5) where Partner's use of the SugarCRM Product is not strictly in accordance with this Agreement. In the event that SugarCRM believes the SugarCRM Product, or any part thereof, may

be the subject of an infringement or a misappropriation claim as to which this Section 12.1 applies, then SugarCRM may, in its discretion and at its sole expense: (A) procure for Partner the right to continue using such SugarCRM Product or any applicable part thereof, (B) replace such SugarCRM Product, or infringing part thereof, with a non-infringing version (or part thereof); (C) modify such SugarCRM Product, or infringing part thereof, so as to make it non-infringing, or (D) in the event that (A), (B) or (C) are not commercially feasible, then Partner shall have the right to terminate this Agreement solely with respect to the infringing SugarCRM Product, and, notwithstanding anything to the contrary in this Agreement, have SugarCRM refund to Partner the pro rata unused portion of any pre-paid subscription fees. THIS SECTION 12.1 STATES SUGARCRM'S SOLE LIABILITY TO, AND PARTNER'S EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS OF ANY KIND IN CONNECTION WITH THE SUGARCRM PRODUCTS OR SERVICES DELIVERED UNDER OR IN CONNECTION WITH THIS AGREEMENT.

**12.2 Partner.** Partner shall, at its expense, (a) defend or settle any third party claims, actions and demands brought against SugarCRM and its Affiliates, officers, directors, employees and agents; and (b) pay all damages finally awarded therein against the SugarCRM indemnified parties or agreed upon in settlement by Partner (including other reasonable costs incurred by SugarCRM or its Affiliates, including reasonable attorneys' fees, in connection with enforcing this Section 12.2) arising from: (i) Partner's breach or violation of Partner's responsibilities under Sections 3.7, 6.1, 7.1 and 7.3; (ii) claims that Customer Data or SugarCRM's transmission or hosting thereof infringes or violates the rights of a third party; (iii) claims that are based on or arising from the Partner's use of the SugarCRM Property or any Third Party Software in violation of this Agreement or the applicable third-party license terms, (iv) claims that Partner failed to comply with applicable laws, rules or regulations in its performance of this Agreement; or (v) claims by Customers that relate to, are based on or arise from the Partner/Customer Agreements and/or Partner's provision of, or failure to provide, any professional or support services or deliverables of any kind to Customers in connection with the Licensed Materials or any Partner Property.

**12.3 Indemnification Procedures.** The indemnifying party will pay any settlement amounts it authorizes including all costs, damages and attorneys' fees that a court finally awards if the other party: (a) promptly provides the indemnifying party with written notice of the claim; (b) allows the indemnifying party to control the defense of the claim and settlement negotiations (provided that the indemnifying party shall not enter into any settlement that affects the indemnified party's rights or interests or admits liability or wrongdoing on the part of the indemnified party without the indemnified party's prior written approval); and (c) provide the indemnifying party with reasonable assistance in the defense of such claim, at the indemnifying party's expense. The indemnified party may participate in the proceedings at the indemnified party's option and expense.

## 13. General Provisions.

**13.1 Relationship of Parties.** SugarCRM and Partner are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Partner has no authority to make or accept any offers or representations on behalf of SugarCRM, and agrees not to make any statement, whether on Partner Websites or otherwise, that reasonably would contradict anything in this Section. If and to the extent Partner's Territory includes Switzerland or any member state of the European Economic Area ("EEA"), Partner shall not market, promote or sell any SugarCRM Products, directly or indirectly, to Prospects or Customers that are based or intend to use the Licensed Materials outside of Switzerland or the EEA.

**13.2 Export Compliance.** Partner acknowledges and agrees that the Licensed Materials are subject to all applicable export control laws



and regulations, including, without limitation, those of the United States Government. Partner shall strictly comply with all applicable export control laws and regulations related to the Licensed Materials, and all licenses and authorizations issued under such laws and regulations. Partner shall fully cooperate with SugarCRM in securing any export licenses and authorizations required under applicable export control laws and regulations. Partner agrees that it shall not, and shall cause its Representatives, employees, agents, contractors and customers to agree not to, export, re-export, divert, release, transfer, or disclose any such Licensed Materials, or any direct product thereof, to any prohibited or restricted destination, end-use or end-user, except in accordance with all relevant export control laws and regulations. Partner shall make its records available to SugarCRM upon reasonable request to permit SugarCRM to confirm Partner's compliance with its obligations as set forth in this Section.

**13.3 Commercial Computer Software.** The Licensed Materials were fully developed at private expense and are commercial computer software as defined in FAR 2.101. Any related technical data or services are also commercial. In accordance with FAR 12.212 and DFARS 227.7202, all rights conferred in the SugarCRM Products, Development Tools, technical data, services, or any deliverable to the United States Government are specified in this Agreement. All other uses are prohibited and no ownership rights are conferred.

**13.4 Assignment.** Partner understands that it has been appointed by SugarCRM because of Partner's level of expertise and commitment to the Program. Consequently, Partner shall not assign, sublicense or otherwise transfer this Agreement, or any attachment hereto, or any of its rights or obligations hereunder, by operation of law or otherwise, without SugarCRM's prior written consent, which may be withheld in SugarCRM's sole and absolute discretion. Any assignment in derogation of the foregoing will be void. This Agreement will be binding on and inure to the benefit of, the parties and their respective successors and permitted assigns.

**13.5 Manner of Giving Notice.** Notices regarding this Agreement shall be in writing and addressed to Partner at the address Partner provides, or, in the case of SugarCRM, when addressed to SugarCRM Inc., Attn. General Counsel, 548 Market Street, PMB 59423, San Francisco, CA 94104-5401 USA. Notices regarding the SugarCRM Product in general may be given by electronic mail to Partner's e-mail address on record with SugarCRM.

**13.6 Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.

**13.7 Attorney's Fees.** In any action related to this Agreement, if any party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other party shall pay, on demand, the prevailing party's reasonable attorneys' fees and reasonable costs.

**13.8 Equitable Relief.** Except as otherwise provided, remedies specified herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**13.9 Choice of Law and Jurisdiction.**

(a) **Governing Law.** This Agreement and any dispute arising out of or in connection with this Agreement ("**Dispute**") will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the State of California, United States, without giving effect to

conflicts of law principles thereof and excluding the rules on the UN Convention on contracts for the international sale of goods (CISG).

(b) **Arbitration.** Except as provided in Subsection (c), all Disputes shall be finally resolved by binding arbitration before one arbitrator pursuant to the rules ("**Rules**") and under the auspices of the International Chamber of Commerce (ICC). Such arbitration shall be held in San Francisco, California, United States. The arbitrator shall be knowledgeable in the chosen law and the software industry. At either party's request, the arbitrator shall give a written opinion stating the factual basis and legal reasoning for their decision. The parties, their Representatives, and any other participants shall hold the existence, content, and result of arbitration in confidence. The arbitration proceedings shall be conducted in the English language.

(c) **Right To Seek Injunctive Relief.** Either party may, at its sole discretion, seek interim judicial relief in any court of competent jurisdiction (including, but not limited to, interim injunctive relief). Also, the provisions of this Section 13.9 may be enforced by any court of competent jurisdiction.

**13.10 Interpretation/Severability.** If any provision of this Agreement is found invalid, unlawful or otherwise unenforceable under applicable law, such provision will be replaced to the extent possible with a provision that comes closest to the intent of the original provision and all other provisions of the Agreement shall continue in full force and effect. This Agreement is the result of a free negotiation between the parties. All terms shall be interpreted in accordance with their intended meanings and any ambiguities shall not be interpreted for or against a party, regardless of whether or not that party is designated as the drafter.

**13.11 Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. The right to require performance of any duty hereunder is not barred by any prior waiver, forbearance or dealing.

**13.12 Official Language.** The Agreement, any exhibits or addenda attached hereto or any materials referenced herein (the "**Collective Agreements**") entered into between Partner and SugarCRM shall be in English. Any translations of the Collective Agreements that SugarCRM may provide to Partner, are for Partner's convenience only, and in all cases, unless otherwise prohibited by law, the English version of the Collective Agreements will govern the relationship between the parties. For the avoidance of doubt, if there is any contradiction between the English language version of the Collective Agreements and the translations, the English language version of the Collective Agreements will govern.

**13.13 Entire Agreement.** This Agreement, including the exhibits and addenda attached hereto and documents incorporated by reference herein constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes and merges all prior and contemporaneous proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement, including without limitation any prior agreement between the parties applicable to the channel program. For avoidance of doubt, this Agreement will supersede any and all prior agreements, including Partner Program Agreements, executed between SugarCRM and Partner.

**13.14 Independent Investigation.** Partner acknowledges that Partner has read this Agreement and any attachment hereto, and has had an opportunity to consult with Partner's own legal advisors if Partner so desired, and agrees to all its terms and conditions. Partner has independently evaluated the desirability of participating in the Program and is not relying on any representation, guarantee, or statement other than as set forth in this Agreement or any attachment hereto.

**13.15 Electronic Signatures; Counterparts.** This Agreement may be executed in counterparts and/or electronic signature and if so

executed shall be equally binding as an original copy of this Agreement in ink by both parties.

#### 14. Certain Definitions.

**14.1 “Add-On Addendum”** means an addendum to this Agreement that specifies (a) the type of partner that SugarCRM is engaging Partner to be for purposes of this Agreement (like referral provider or seller) and (b) any unique terms and conditions applicable to that partner type and its participation in the Program.

**14.2 “Affiliate”** means a company that is Controlled by, under common Control with or Controlling a party of this Agreement, but only for the period of such control.

**14.3 “API Only Products”** means any product owned or licensed by Partner from a third party (other than SugarCRM) that accesses the SugarCRM Products solely through Sugar APIs. If Partner makes any changes to the API Only Products on its own or on behalf of a third party to enable them to interoperate with the SugarCRM Products, such changes to the original API Only Products are also considered API Only Products for purposes of this Agreement.

**14.4 “Basic Configuration”** means those Modifications made by Partner to the “out-of-the-box” version of the SugarCRM Products to configure the SugarCRM Product, such as, (a) achieving a branded or personalized look and feel of the SugarCRM Product for the end users (like change colors, fields, labels, add logos or other cosmetic changes); (b) writing “Sugar Logic” which enables power user to create business logic for field calculations without needing to write code; or (c) creating modules using SugarCRM’s tool known as “Module Builder” to meet a specific business need of the user base (like using the functionality to create an individualized workflow that map the steps of a customer’s day to day business processes). Configurations are accomplished by end users using the standard features and functionality within the SugarCRM Product or through the use of the administer tools like “Studio,” “Workflow,” and/or “Module Builder” that come with the SugarCRM Product to enable this type of personalized use of the SugarCRM Product.

**14.5 “Confidential Information”** means non-public information that the disclosing party provides to the receiving party during the Term that is identified in writing at the time of disclosure as confidential or that the receiving party knows or reasonably should know is considered confidential by the disclosing party given the nature of the information and the circumstances of disclosure.

**14.6 “Configurations”** means the Basic Configurations and Enhanced Configurations collectively.

**14.7 “Control”** means ownership, directly or indirectly, of more than 50% of the voting securities that vote for the election of the board of directors or other managing body.

**14.8 “Core Modifications”** mean any Modifications that are not (a) Configurations; (b) Custom Partner Products; or (c) Modified Development Tools.

**14.9 “Critical Control Software”** means functionality that reports the number of authorized Subscription Users, and provides SugarCRM and Partner (where applicable) with the ability to receive and monitor certain SugarCRM Product usage information.

**14.10 “Custom Partner Product”** means any API Only Products or Configurations that Partner develops on its own and generally offers to its Customers that are subsequently modified by Partner for a particular Customer (e.g., Customer hires Partner to customize the API Only Product or create an Enhanced Configuration to meet that Customer’s particular business requirements). Unlike Customer Work Product, as between Partner and the Customer, Partner would retain all ownership and related intellectual property rights in the Custom Partner Products.

**14.11 “Customer”** means any person or entity located in the Territory that buys SugarCRM Products for ordinary internal business usage and not for further distribution or resale.

**14.12 “Customer Data”** means any data, information or material submitted by a Customer to, or stored by a Customer in, a database related primarily to a SugarCRM Product.

**14.13 “Customer Work Product”** means deliverables or other work product that are created by Partner for a particular Customer (e.g., Customer hires Partner to do the work for them), where Partner assigns or has an obligation to assign all ownership and related intellectual property rights in such deliverables or work product to the Customer.

**14.14 “Data Controller”** means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data; where the purposes and means of processing are determined by national or European Community laws or regulations, the controller or the specific criteria for his nomination may be designated by national or European Community law.

**14.15 “Development Tools”** means any of the following that SugarCRM may, at its sole option, disclose, deliver or otherwise make available to Partner from time to time during the Term: (a) all methods, processes, know-how or guidance applicable to the architecture, integration, installation testing and/or deployment of SugarCRM Products, features or functionality within the SugarCRM Products or how those features or functionality can meet various business requirements (including best practices on “to be processes”); (b) all documentation (including all user, admin, support and technical documentation) and Product Documentation, drawings, schematics, manuals or user guides, GANT charts or “cook books” related to the SugarCRM Products; (c) all code and tools related to the SugarCRM Products, including by way of example, Sugar Instance Manager, all scripts and code having to do with (i) benchmarking or automated tasks (continuous integration); (ii) automated source code and repository management; (iii) build package automation; or (iv) creation and implementation of interfaces and performance optimization between SugarCRM Products and other applications and systems; (d) training or instructional materials, presentations or videos (including those provided through courses offered through Sugar University); (e) Pre-Release Products; and (f) any other materials or tools to assist in the development, configuration/ modification, set-up or installation, configuration, integration, optimization, deployment, quality assurance or testing of the SugarCRM Products.

**14.16 “Enhanced Configurations”** means those Basic Configurations or Modified Development Tools that Partner develops on its own and generally offers to its Customers that are subsequently modified by Partner for a particular Customer (e.g., Customer hires Partner to further customize an existing or Metadata Custom Component to meet that Customer’s particular business requirements). Unlike Customer Work Product, as between Partner and the Customer, Partner would retain all ownership and related Intellectual Property Rights in the Enhanced Configurations.

**14.17 “Evaluation License Agreement”** means SugarCRM’s then-current 7-Day Trial Agreement available at <https://www.sugarcrm.com/legal/agreements/customers/>.

**14.18 “Evaluation Version”** means a SugarCRM Product, together with a Partner Solution, that is provided to a Prospect for a limited time period for evaluation purposes only.

**14.19 “Feature Releases”** means a SugarCRM Product update which includes both fixes to known defects and introduces new or modified application behavior. Feature Releases are applicable to on-demand subscriptions of SugarCRM Products.

**14.20 “Fees”** means any and all amounts payable from Partner to SugarCRM, including Program Fees, Customer subscription fees,

non-standard support fees and fees or travel and lodging expenses for other services rendered by SugarCRM or its subcontractors.

**14.21 “Forked Software”** means modifications to any open source version of the Original Code to develop a separately maintained source code program (a) with features not present in the Original Code; or (b) where modifications to the Original Code are not automatically integrated with the Original Code).

**14.22 “Licensed Materials”** means, collectively, the SugarCRM Products and the Development Tools and any Modifications to either that are owned by SugarCRM.

**14.23 “Maintenance Releases”** mean an update to the SugarCRM Product which includes fixes to known defects and does not intentionally introduce any new or modified application behavior. Maintenance Releases are applicable to on-demand Subscriptions of SugarCRM Products.

**14.24 “Modifications”** means any work based on or incorporating all or any portion of the Licensed Materials, including, without limitation, modifications, enhancements and customizations to the Licensed Materials developed by SugarCRM, Partner, a third party on either such party’s behalf or any combination of such parties.

**14.25 “Modified Development Tools”** means a version of the Development Tools that has Modifications made by Partner or a third party on behalf of Partner to such Development Tool.

**14.26 “Orders”** means orders for SugarCRM Products placed via the Partner Portal or an Order Form.

**14.27 “Order Form”** means the documents for purchases of SugarCRM Products hereunder, including order notifications and order confirmation documents (either in writing or via the Web), that are agreed to by SugarCRM, or entered into between SugarCRM and Partner, from time to time.

**14.28 “Original Code”** means any and all source code for the Licensed Materials.

**14.29 “Partner Development Tools”** means Partner’s (a) documentation, manuals or user guides applicable to Partner Solutions; (b) all code and tools applicable to the Partner Solutions, including by way of example, all scripts and code having to do with (i) benchmarking or automated tasks (continuous integration); (ii) automated source code and repository management; (iii) build package automation; or (c) creation and implementation of interfaces and performance optimization between Partner Solutions and the SugarCRM Products; (d) training or instructional materials, presentations or videos applicable to the Partner Solutions; and (e) any other materials or tools to assist in the development, configuration/modification, set-up/installation, configuration, integration, optimization, deployment, quality assurance or testing of the Partner Solutions or the SugarCRM Products; provided that they are (1) independently developed by Partner prior to or after the Effective Date without use of any of SugarCRM’s Confidential Information and/or SugarCRM Property (including any Development Tools); and (2) used by Partner in connection with the implementation or deployment of the Partner Solution or a Release.

**14.30 “Partner Mark”** means Partner’s logos, trademarks, trade names and similar identifying material. Partner Marks exclude any Program Level logos created by SugarCRM for use by participants in the Program.

**14.31 “Partner Portal”** means, collectively, the online resources provided by SugarCRM to Partner so that Partner may, among other things, process Orders. The SugarCRM Partner Portal may be accessed by Partner at the following URL: <https://partners.sugarcrm.com/>.

**14.32 “Partner Solution”** means an offering to one or more Customers that are created in accordance with this Agreement, such as API-Only Products, Configurations or Modified Development Tools.

**14.33 “Partner Websites”** means websites owned and operated by Partner and/or its Affiliates and specified in Exhibit A.

**14.34 “Personal Data”** means any information relating to an identified or identifiable natural person (“**data subject**”); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

**14.35 “Pre-Release Products”** means any version of the SugarCRM Products that are designated by SugarCRM as “not for production use.”

**14.36 “Product Documentation”** means online description of the functions and features of SugarCRM Products, and instructions for installation, support, use, and/or maintenance of SugarCRM Products.

**14.37 “Production Instance”** means Partner’s own or a particular Customer’s production environment for the SugarCRM Products.

**14.38 “Program Benefits”** means the then-current benefits available to Partner based upon Partner’s applicable Program Level, as specified in the Partner Portal.

**14.39 “Program Fees”** means the membership fees applicable to Partner’s participation in the Program for the Initial Term and any subsequent Renewal Term(s), in the amount specified in the Partner Portal.

**14.40 “Program Requirements”** means any then-current educational, training, certification or other Program-related obligations that are mandatory for participation in the Program, which may vary based on the participant’s applicable Program Level, as specified in the Partner Portal.

**14.41 “Prohibited License”** means a license that requires that modified versions of the work must also be made available under the same license, and that the rights to use, modify and share the work (in particular the source code to such work) must be passed along to anyone that gets a copy. Examples of Prohibited Licenses include the GPL license (<https://www.gnu.org/licenses/licenses.html>) and the Creative Commons ShareALike License (<https://creativecommons.org/licenses/>).

**14.42 “Prospect”** means a potential Customer that has agreed in writing to an Evaluation License Agreement.

**14.43 “Release”** means the release by Partner to one or more of its Customers of an API-Only Product, Configuration or Core Modification for use in a Production Instance.

**14.44 “Representatives”** means employees, officers, directors, or contractors of SugarCRM or Partner, or any employees, officers, directors, or contractors of their respective Affiliates, and professional tax and/or legal advisors of either party.

**14.45 “Partner Websites”** means websites owned and operated by Partner and/or its Affiliates and specified in Exhibit A.

**14.46 “Software Releases”** means updates and upgrades to SugarCRM Products which SugarCRM may provide from time to time. Software Releases may be comprised of (a) Long-Term Supported Releases; (b) Maintenance Releases; and/or (c) Feature Releases.

**14.47 “Subscription Term”** means the period of time during which Customer may access the applicable SugarCRM Product as set forth in an Order Form.

**14.48 “Subscription User”** means an individual employee, contractor or agent of the Customer authorized by Customer to use the applicable SugarCRM Product for which a subscription has been



purchased and who has been given a user identification and password.

**14.49 “Sugar API”** means application programming interfaces provided by SugarCRM as part of the SugarCRM Product, which among other things may set forth rules and specifications that Third Party Software may utilize to access Customer Data in accordance with this Agreement.

**14.50 “SugarCRM Customer Agreement”** means SugarCRM’s standard Customer Terms of Service, Master Subscription Agreement (MSA) or similar customer subscription agreement in effect from time to time, a current copy of which is available at <https://www.sugarcrm.com/legal/agreements/customers/>, as the same may be amended from time to time by SugarCRM in its sole discretion.

**14.51 “SugarCRM Link”** means a SugarCRM-supplied hypertext link containing a particular SugarCRM logo, words and/or text corresponding to the applicable Partner Level.

**14.52 “SugarCRM Mark”** means SugarCRM’s logos, trademarks, trade names and similar identifying material, including, without limitation, all Program Level Logos.

**14.53 “SugarCRM Product”** means any software that SugarCRM supplies, licenses or sells from time to time during the Term, including any software that is downloadable from a third party app store (e.g., Sugar Mobile). SugarCRM Product excludes the Development Tools.

**14.54 “SugarCRM Web Properties”** means websites (including sugarcrm.com and any sub-domains thereof) that are owned and operated by SugarCRM and/or its Affiliates.

**14.55 “Sugar-Only Taxes”** means Taxes that SugarCRM is legally obligated to (a) collect and remit that are imposed on the SugarCRM Products (e.g., sales tax); or (b) pay to a taxing authority based on

SugarCRM’s own business operations (e.g., its own U.S. income or property taxes).

**14.56 “Supplier Code of Conduct”** means SugarCRM’s then-current code of conduct applicable to its third party vendors and partners that establishes a policy and requirements for conducting business in an honest, ethical and legal manner, a copy of which is available at <https://www.sugarcrm.com/legal/>.

**14.57 “Target”** means any then-current educational, training, certification, marketing or other Program-related obligations that are viewed as beneficial by SugarCRM, but optional for participants in the Program, as specified in the Partner Portal.

**14.58 “Taxes”** means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including VAT (subject to reverse charge), GST (subject to reverse charge), excise, sales, use or withholding taxes.

**14.59 “Territory”** means the region identified in [Exhibit A](#) in which Partner is authorized to conduct the activities specifically stated in the Add-On Addendum with regard to the SugarCRM Products.

**14.60 “Third Party Software”** means online, web-based applications and offline software products that are developed by third parties, and may interoperate with the SugarCRM Product, the use of which software is governed by the applicable terms and conditions specified by such third party.

**14.61 “Tool Repository”** means one or more private SugarCRM repository(ies) to which SugarCRM restricts access but has or will grant Partner access to be able to use the Development Tools.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as Effective Date set forth above.

**SUGARCRM INC.**

**PARTNER:**

**By:** \_\_\_\_\_  
(Authorized Signature)

**By:** \_\_\_\_\_  
(Authorized Signature)

**Name:** \_\_\_\_\_  
(Print or Type)

**Name:** \_\_\_\_\_  
(Print or Type)

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*\*\*\*\*

**EXHIBIT A**

**SUMMARY OF KEY PARTNER INFORMATION**

|  |  |
|--|--|
| <b>Billing Information</b>   |  |
| Contact Name   |  |
| Title  |  |
| Street Address   |  |
| City, State/Province, Zip Code, Country  |  |
| Phone Number   |  |
| Email Address  |  |
| <b>Account Contact Information</b>   |  |
| <input type="checkbox"/> Same as billing information (if different, complete the below fields) |  |
| Contact Name   |  |
| Title  |  |
| Street Address   |  |
| City, State/Province, Zip Code, Country  |  |
| Phone Number   |  |
| Email Address  |  |
| <b>Website Address(es)</b>   |  |
| <b>Territory</b>   |  |
| <b>Initial Annual Program Fee</b>  |  |



## EXHIBIT B

### Support Services and Upgrade Policy

Partner shall be entitled to the following Support Services during the Term. SugarCRM hereby reserves the right to modify these Support Services terms, from time to time, at its sole discretion. SugarCRM shall use commercially reasonable efforts to notify Partner of any material modifications to the Support Services by posting a notice on the Partner Portal or sending an email to Partner's then-current Account Contact. SugarCRM shall not be liable to Partner nor to any third party for any modification of the Support Services terms. If not defined elsewhere in this Agreement, capitalized terms used in this Exhibit have the meaning set forth in Section 8 below.

#### 1. GENERAL

1.1 **Duties and Responsibilities of the Parties.** Partner understands and agrees that it will be responsible for providing Support to its Customers and their Subscription Users and that any communications with Customers or support information or Development Tools distributed by Partner to its Customers and their Subscription Users, will clearly and conspicuously state that Customer and its Subscription Users should call Partner in connection with such Support. Partner also understands and agrees: (a) that Customers with less than five (5) Subscription Users are only eligible for Basic Support; (b) to provide SugarCRM with the details of Partner Support program; and (c) that it will be required to share Customer contact information with SugarCRM in order for SugarCRM to assist Partner with Support issues that may arise.

The SugarCRM Support Program for Partner is comprised of three tiers:

- **Tier 1 Support Responsibilities:** Regardless of whether the applicable SugarCRM Product is deployed on-site or on-demand, Partner's Support Obligation shall include providing Tier One Support to Partner's Customers.
- **Tier 2 Support Responsibilities:** If the applicable SugarCRM Product for a specific Customer is deployed On-Site, then Partner's Support Obligation shall include providing Tier Two support to such Customer. If the applicable SugarCRM Product is deployed On-Demand, then SugarCRM shall provide Tier Two Support to Partner for each of Partner's Customers.
- **Tier 3 Support Responsibilities:** Regardless of whether the applicable SugarCRM Product is deployed On-Site or On-Demand, SugarCRM will provide Tier Three Support to Partner for each of Partner's Customers.

#### 1.2 **Timed Response for Errors reported by a Customer to Partner.**

1.2.1 For reports of Priority 1 Errors (as defined below), Partner shall make commercially reasonable efforts to notify SugarCRM of a Priority 1 Error within thirty (30) minutes of the Customer's incident report (if no workaround or other fix is known to Partner and SugarCRM). For Error reports of any other Priority level, Partner will make commercially reasonable efforts to notify SugarCRM of the reported Error within four (4) hours. SugarCRM's Support response clock will start when SugarCRM receives an Error report from Partner, rather than at the time that the Customer logs an incident with Partner.

1.2.2 If the nature of a reported Error requires that SugarCRM communicate directly with one of Partner's Customers, then SugarCRM's Support staff will make reasonable efforts to notify Partner prior to any such direct communication. Notwithstanding the foregoing, SugarCRM reserves the right to communicate directly with Partner's Customer whenever it deems that direct communication is necessary to fulfill the parties' Support Obligations satisfactorily.

#### 1.3 **Ensuring optimal flow of information.**

1.3.1 Partner shall ensure that its SugarCRM Product support staff becomes and remains reasonably well trained regarding: (a) SugarCRM Products; and (b) the applicable SugarCRM procedures for fulfilling Partner's specific Support Obligations. Correspondingly, SugarCRM shall provide Partner with access to relevant Development Tools sufficient to aid Partner in fulfilling its Support Obligations.

1.3.2 SugarCRM Support is not required to conduct technical Support communications in any language other than English. If Support communications break down due to language barriers and Partner fails to provide personnel with sufficient local language skills to ensure efficient technical Support communication, then SugarCRM Support personnel may continue to endeavor to provide Support but SugarCRM reserves the right to suspend such Support until reasonably efficient technical Support communication is established.

2. **SUPPORT SERVICES PLANS.** SugarCRM shall make available the following Support services plans corresponding with the SugarCRM Product:

|   |  |
|---|--|
| <b>Basic Level Support Services Plan</b>    | <ul style="list-style-type: none"> <li>● Access to online Support Portal available at <a href="https://support.sugarcrm.com/">https://support.sugarcrm.com/</a> as a reporting method</li> <li>● Access to email as a reporting method</li> <li>● Access to online discussion forums or "Customer Forums"</li> <li>● 4-hour response for Priority 1 reported issues</li> <li>● No telephone support</li> <li>● Unlimited number of cases</li> <li>● Unlimited Authorized Contacts</li> </ul> |
| <b>Advanced Level Support Services Plan</b> | <ul style="list-style-type: none"> <li>● All features of the "basic" support services plan (described above)</li> <li>● Telephone support available during Working Hours</li> <li>● Improved SLAs for all case priorities</li> </ul>   |

### 3. RESPONSE TIMES

#### Priority Definitions

|                   |  |
|-------------------|--|
| <b>Priority 1</b> | Business critical (only available for production systems). Error that results in a complete loss of functions of the SugarCRM Product; a significant function of the SugarCRM Product that is not available; and no workaround exists. Does not include installation issues or problems in staging environments. |
| <b>Priority 2</b> | Severe impact. An Error that significantly degrades a major function of the SugarCRM Product.  |
| <b>Priority 3</b> | Degraded operations. An Error that results in slight impairment in functions of the SugarCRM Product. Includes feature requests and cosmetic defects.  |

#### Priority Response Times

SugarCRM will use commercially reasonable efforts to respond within the Response Time set forth below in accordance with (a) the specific priority level assigned to the Error by SugarCRM; and (b) the Support Services Plan purchased by Partner or Partner's Customer.

| Priority Type                   | Basic Level Support Services Plan | Advanced Level Support Services Plan |
|---------------------------------|-----------------------------------|--------------------------------------|
| <b>Priority 1 Response Time</b> | 4 Working Hours                   | 2 Working Hours                      |
| <b>Priority 2 Response Time</b> | Next Working Day                  | 4 Working Hours                      |
| <b>Priority 3 Response Time</b> | 2 Working Days                    | Next Working Day                     |

### 4. ADDITIONAL INFORMATION REGARDING PARTNER SUPPORT OBLIGATIONS

4.1 **Partner shall be responsible for its Support costs.** Partner, and not SugarCRM, will be responsible for, and will bear all expenses associated with fulfilling its Support Obligations to Customers.

4.2 **Partner to provide SugarCRM with reasonable access to the SugarCRM Product installation.** When submitting an incident to SugarCRM Support, upon Customer's prior consent, Partner shall, wherever reasonably practicable and necessary (given the nature of the incident), provide secure shell (SSH) or remote desktop protocol (RDP) access to the installation environment or, alternatively, provide SugarCRM Support with the Customer's instance files, server configuration files, database and server logs in order for SugarCRM to fulfill its Support Obligations under this Agreement.

4.3 **SugarCRM provides Support services to Authorized Contacts.** Partner agrees that only Authorized Contacts will contact SugarCRM for Support services. If SugarCRM's technical Support representatives are being contacted by Customer or any of Customer's Subscription Users in circumstances where Partner's Support Obligation makes Partner the correct Support contact, then, upon SugarCRM's request, Partner shall make reasonable efforts to minimize such Customer contact.

4.4 **Authorized Contacts Must be Competent and Trained.** Partner agrees that its Authorized Contacts will have sufficient technical expertise, training and/or experience for Partner to perform its Support Obligations. Partner will designate for SugarCRM, in writing and/or e-mail, its list of Authorized Contacts within one week of the Effective Date of the Agreement.

4.5 **Partner to Keep Customers on Supported Versions of the SugarCRM Products.** Partner understands that Support Services for the SugarCRM Products will end according to the End-of-Support Plan. Prior to the End-of-Support Dates indicated therein, Partner agrees to instruct its Customers to upgrade to the latest supported version of the SugarCRM Product in order to continue receiving Support Services.

### 5. ADDITIONAL INFORMATION REGARDING SUGARCRM'S OBLIGATIONS

5.1 **SugarCRM to Provide Error Corrections.** For Tier 3 Support, SugarCRM will make commercially reasonable efforts to correct any Errors that an Authorized Contact properly reports to SugarCRM and that SugarCRM is able to reproduce in its own execution environment. Where applicable, if an Error report is received by SugarCRM during the applicable Working Hours, then SugarCRM will use reasonable efforts to communicate with the Authorized Contact about the reported Error within the applicable Response Times for the Priority Level finally assigned by SugarCRM. The Authorized Contact must provide sufficient information to SugarCRM to enable SugarCRM to duplicate the Error prior to SugarCRM commencing any Tier 3 Support services. SugarCRM will use reasonable efforts to provide a Maintenance Patch or a specific action plan for how SugarCRM will address the Error and an estimate of how long it will take to rectify the defect or Error.

#### **5.2 SugarCRM will Provide Generally Available Maintenance Patches and Maintenance Releases.**

5.2.1 Provided that Partner is in compliance with its obligations under this Agreement, Partner and Partner's Customers will be entitled to receive any Maintenance Patches and Maintenance Releases to the SugarCRM Product made generally available by SugarCRM during the Subscription Term. Maintenance Patches and Maintenance Releases released during the Subscription Term shall be made available in a manner determined by SugarCRM, such as on a SugarCRM-designated web site for access or electronic download by Partner or Customer.

5.2.2 SugarCRM shall provide Partner and its Customers with instructions regarding registration for such access or electronic downloads. When a Maintenance Patch or Maintenance Release is available, Partner and its Customers will receive notice from SugarCRM indicating such availability. The use of each Maintenance Patch or Maintenance Release shall be governed by the terms of Customer's applicable subscription agreement (i.e., the SugarCRM Customer Agreement or the Partner/Customer Agreement).

5.3 **SugarCRM may use Subcontractors for Support.** SugarCRM Support services shall be provided by SugarCRM or SugarCRM's third party support services providers.

5.4 **SugarCRM to provide an Error reporting method.** SugarCRM will provide Partner with access to an online submission system (the "Support Portal") that Authorized Contacts may use to report Errors and the proposed Priority Level. Only Authorized Contacts may use the Support Portal and solely for the purpose of tracking the status of reported Errors. Partner must comply with all troubleshooting and technical database procedures relevant to an Error prior to contacting SugarCRM.

6. **UPGRADE POLICY.** Partner understands and acknowledges that SugarCRM regularly retires older versions of the SugarCRM Products and that Support Services on the older versions of the SugarCRM Products are only provided to customers for a designated period of time (the "End-of-Support Plan"). The End-of-Support Plan for SugarCRM Product versions can be found at: [https://support.sugarcrm.com/Resources/Supported\\_Versions/index.html](https://support.sugarcrm.com/Resources/Supported_Versions/index.html). Partner understands that Support Services for the SugarCRM Products will end according to the End of Support Dates indicated therein and that prior to the End-of-Support Dates for the version of the SugarCRM Products that Partner is Marketing, Partner must instruct its Customers to upgrade to the latest supported version of the SugarCRM Product in order to continue receiving Support Services from SugarCRM. SugarCRM reserves the right to modify its End-of-Support Plan in the future, by providing notices of such modifications at the URL noted above. Partner understands and agrees that SugarCRM is under no obligation to create new or compatible versions of the SugarCRM Products for current or newly-released operating systems.

## 7. ADDITIONAL DEFINITIONS

"Authorized Contacts" means qualified Partner personnel, who have been selected by Partner and approved by SugarCRM, and who are authorized to contact SugarCRM for Support on behalf of a Customer of Partner.

"Errors" means one or more documented and reproducible deviations in the applicable unmodified SugarCRM Product from the applicable specifications shown in the Product Documentation accompanying such SugarCRM Product.

"Maintenance Patch" means a correction, workaround and/or patch to the SugarCRM Products to correct a particular Error. A Maintenance Patch is not a Maintenance Release or Upgrade.

"Maintenance Release" means a revision to the applicable SugarCRM Product (designated by SugarCRM by a change in the version number to the right of the decimal place) or patch that improves the functionality of such SugarCRM Product, and may contain minor new features or enhancements. A Maintenance Release is not an Upgrade.

"Response Time" means the amount of elapsed time between the reporting by an Authorized Contact of an Error and the response from a SugarCRM technical Support engineer acknowledging receipt of the reported Error from the Authorized Contact.

"Support" means Tier One Support, Tier Two Support and/or Tier Three Support, as applicable.

"Support Obligation" means Partner's obligation to provide Support to its Customers.

"Tier One Support" means the Support Services provided to Partner's Customers in response to an initial notification of a suspected Error, including support call receipt, support entitlement verification, call screening, installation assistance, problem identification and diagnosis, and reasonable efforts to create a repeatable demonstration of an Error.

"Tier Two Support" means the Support Services provided to Partner's Customers when a resolution is not known to exist. Tier Two Support generally includes comprehensive attempts to replicate a reported problem to determine if the reported problem is indeed an Error. If Partner will be providing Tier Two Support, then Partner shall be responsible for:

- Error diagnosis, including comprehensive research of server and application logs (along with using other tools to identify potential Errors), identifying steps to reproduce Errors and determining the scope of any Errors identified;
- Error troubleshooting, including SugarCRM Product, systems and database administration reasonably sufficient to troubleshoot such Errors; and
- Communicating resolution to Customer or, in the even that Tier Three Support is reasonably necessary, making reasonable efforts to ensure that SugarCRM receives timely access to Partner's and/or Customer's environment, as applicable (depending upon the nature of the SugarCRM Product deployment).

"Tier Three Support" means the services performed by SugarCRM to Partner that include confirmation of a repeatable Error and associated Error resolution (including workarounds and bug hotfixes as necessary), with Response Times as defined herein based on Error severity as determined by SugarCRM. SugarCRM will provide Tier Three Support services solely to Authorized Contacts specified by Partner.

"Upgrade" means any release of the SugarCRM Product that SugarCRM makes generally commercially available to all customers, excluding Maintenance Releases, Maintenance Patches and products designated by SugarCRM as separate products or new components.

"Working Days" means all calendar days excluding Saturdays, Sundays, and SugarCRM-observed holidays.

"Working Hours" means the following:

| Hours of Support Availability on Working Days* | Time Zone/Geography          |
|--|------------------------------|
| 6:00 a.m. - 6:00 p.m.                          | Pacific Time in the Americas |
| 9:00 a.m. - 9:00 p.m.                          | CET in Europe                |
| 9:00 a.m. - 9:00 p.m.                          | AEST in Asia-Pacific region  |

\*The Partner is only eligible for one of these support windows based on their geographic location.