



SugarOutfitters ISV Agreement

This SugarOutfitters ISV Agreement (the “**Agreement**”) is entered into between you (“**Developer**”) and SugarCRM Inc. (“**Sugar**”), and gives Developer access to certain materials, content, and software to create its own online applications, integrations, and connectors that interoperate with, compliment, or extend the functionality of Sugar Products, and offer those apps in Sugar’s online marketplace (“**SugarOutfitters**”).

BY CLICKING A CHECK BOX OR BUTTON OR EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, DEVELOPER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH SUGAR MAY CHANGE FROM TIME TO TIME IN ITS SOLE DISCRETION. DEVELOPER REPRESENTS AND WARRANTS THAT IT HAS THE AUTHORITY TO ACCEPT THIS AGREEMENT AND IF DEVELOPER IS AGREEING ON BEHALF OF A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, DEVELOPER CERTIFIES THAT IT HAS THE AUTHORITY TO BIND THAT ENTITY TO THE TERMS OF THIS AGREEMENT. IF DEVELOPER DOES NOT HAVE SUCH AUTHORITY, OR IF DEVELOPER DOES NOT AGREE TO THIS AGREEMENT, DEVELOPER MAY NOT USE THE DEVELOPER RESOURCES AND MUST IMMEDIATELY STOP USAGE OF DEVELOPER RESOURCES AND IS NOT AND WILL NOT BE ALLOWED TO PARTICIPATE IN THE SUGAR ISV PROGRAM (THE “**PROGRAM**”).

1. Program

1.1. Participation. This Agreement establishes the terms and conditions that apply to Developer’s participation in the Program, under which Partner will act on an independent, non-exclusive basis to perform certain activities solely as permitted herein. To participate in the Program, Partner must (a) agree to and follow the account setup instructions set forth in the Partner Portal, and (b) agree and adhere to the Program Guide and meet and maintain the certification requirements therein.

1.2. Program Changes. Sugar reserves the right, without prior notice, to (a) change or discontinue all or any portion of the Program and Program Guide at any time (including whether or not fees are charged for subsequent participation) in its sole discretion, and (b) improve, extend, add to or remove the Developer Resources or any functionality or features included therein, including related documentation or services that Sugar may offer in connection with the Program at any time and that future versions of the Developer Resources may be incompatible with applications developed on previous versions of the Developer Resources.

1.3. Use of Contractors. Developer may authorize or enable a third party to access Sugar Property (some or all of which are Confidential Information of Sugar), subject to and expressly conditioned on the following: (i) the third party is and continues to be a contractor to Developer and requires the access or use rights for the sole purpose of performing work on Developer’s behalf and sole benefit (each a “**Approved Contractor**”), but only for so long as such access or use is necessary; (ii) Developer has a written agreement in place with the Approved Contractor that contains terms and conditions no less protective than the terms of this Agreement of Sugar, the Sugar Property, including all intellectual property rights therein; and (iii) Developer guarantees, ensures and remains fully responsible for the performance of and compliance by each Approved Contractor with all terms and conditions of this Agreement, such that any breach by an Approved Contractor will be deemed a breach by Developer.

1.4. Modification of Terms. Sugar reserves the right, at its sole discretion, to change the terms of this Agreement at any time by posting the amended terms to this page, SugarOutfitters, or the Partner Portal. If any such modifications materially alter Developer’s rights or obligations, Sugar will use commercially reasonable efforts to notify Developer of any change, such as with a pop-up window in SugarOutfitters or Partner Portal, or by sending an email to the address provided upon registration. Developer’s continued participation in the Program, including any use of the Developer Resources, after the changes become effective constitutes Developer’s binding acceptance of such changes. The amended terms or fees will automatically be effective upon the earlier of (a) Developer’s ongoing participation in the Program with actual notice of the new terms, or (b) thirty (30) days after Sugar has first posted notice of the new terms on this page, SugarOutfitters or the Partner Portal or emailed the notice to Developer.

2. Developer Resources.

2.1. Right to Use. Sugar grants you a non-exclusive, non-transferable, royalty-free and revocable license to (a) use, reproduce and modify the Developer Resources for the sole purpose of creating, testing, maintaining, enhancing and correcting any errors in Developer Apps, (b) demonstrate Developer Apps for use with Sugar Products to prospective End Users, (c) reproduce and distribute Developer Apps, in object code form only, to End Users, and (d) use and reproduce Developer Resources and Developer Apps internally and solely to support the End Users. For avoidance of doubt, this Agreement does not grant and does not authorize Developer to use, reproduce, modify, distribute, sell, or otherwise disclose or dispose of Sugar Products.

2.2. Distribution to End Users. If Developer distributes any Developer Resources to End Users, then Developer will require the End Users to agree to terms and conditions with Developer that (a) protects the Developer Resources as much as the terms of this Agreement, and (b) restricts use of the Developer Resources solely for use with Sugar Products. These use restrictions do not, however, limit or otherwise restrict how you may offer Developer Apps that do not include any Developer Resources.

2.3. Security. Developer will have in place and will maintain throughout the Term appropriate technical and organizational security measures designed to protect and secure Developer Resources and Developer Apps from accidental or unlawful destruction, loss, alteration, and unauthorised disclosure of, or access and preserve the confidentiality and security of all data transmitted, stored or processed by Developer’s use of Developer Resources and Developer Apps, or received in connection therewith, in accordance with the requirements as set forth in the Program Guide.

3. Restrictions

3.1. Use Restrictions. Except as expressly permitted in this Agreement, Developer will not, nor permit any third party to, directly or indirectly: (a) create Developer Apps or other software that circumvent or enable an End User to circumvent any functionality in the Sugar Products that reports the number of authorized subscription users, and provides Sugar (and its authorized resellers, where applicable) with the ability to accurately monitor usage of Sugar Products, (b) use the Developer Resources to develop products with functionality similar to or competitive with the Developer Resources or Sugar Products, (c) use Developer Resources for purposes of product evaluation, benchmarking or other comparative analysis of either Developer Resources or Sugar Products intended for publication without Sugar's prior written approval, (d) sublicense, resell, rent, lease, distribute, commercialize or otherwise transfer rights or usage to Developer Resources to any third party for any reason, (e) remove or alter any copyright, trademark or proprietary notices in the Sugar Property, (f) access or use the Sugar Property for purposes of building a competitive product or service or copy any features, functions, graphics or the user interfaces of any of the Sugar Property for any purpose other than what is expressly authorized in this Agreement, (g) reverse engineer, decompile or modify any encrypted or encoded portion of Developer Resources, (h) modify any source code for Developer Resources to develop Forked Software, (i) use or modify the Sugar Property in any way that would subject the Sugar Property, in whole or in part, to a Prohibited License, (j) knowingly include any Malicious Code, deceptive or unlawful applications in the Developer Resources, or send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations.

4. Offering Developer Apps in SugarOutfitters

4.1. Eligibility, Submission and Access. Developer Apps are eligible for inclusion in SugarOutfitters, at the sole discretion of Sugar. Sugar will include in SugarOutfitters or such other location of which you will be notified, a listing of approved Developer Apps for publication and distribution on SugarOutfitters. Developer has the right to decide when to make any such approved Developer Apps available in SugarOutfitters. Developer agrees to work with Sugar on an ongoing basis to enable and maintain the integration of Developer Apps into SugarOutfitters for the purpose of making it available to End Users. All Developer Apps, including all updates, modifications, additions or improvements, will meet the technical standards published from time to time by Sugar at https://support.sugarcrm.com/Resources/Developer_Policy/. Developer will make available all updates, modifications, additions or improvements to Developer Apps that have been made generally available by Developer. Developer may choose to allow Sugar to either sell or list Developer Apps on SugarOutfitters. During the Term, Sugar grants Developer permission to access and use Product APIs solely for the purpose of integrating Developer Apps into SugarOutfitters for access and use by End Users.

4.2. Registration Page. Developer will complete and submit to Sugar a website registration form (the "**Registration Page**") that will, among other things, describe and name the Developer Apps to be sold or listed by Sugar pursuant to this Agreement, state the List Price, as applicable, and any additional End User terms and conditions required by Developer. Developer agrees to promptly update, modify or amend the Registration Page as necessary or as required by Sugar.

4.3. Providing Developer Content. Developer may upload and submit certain promotional and documentation content to its account in SugarOutfitters ("**Developer Content**") for use by Sugar in connection with creating a profile page for the purpose of identifying, indexing, marketing, promoting and supporting Developer Apps on SugarOutfitters. Developer Content may include, but is not limited to, marketing and promotional materials, Developer Marks, diagrams, specifications, FAQs, documentation, Developer end user license terms and privacy policy, descriptions of Developer Apps and features and support materials. Developer will ensure Developer Content will at all times be accurate and not misleading.

4.4. License to Sugar. Developer grants Sugar a non-exclusive, royalty-free, fully paid-up right and license to (i) market and promote in any medium, and to sell, license, and distribute Developer Apps through SugarOutfitters on a worldwide basis, stand-alone and bundled with apps of other partners, (ii) reproduce, distribute, display publicly, perform publicly, modify and otherwise use Developer Content; and (iii) use Developer Marks when marketing, selling, and distributing Developer Apps.

4.5. No Obligation to Publish; Compliance with Policies. Developer Property shall not contain any infringing material, any content or file or system that provides a method to circumvent any security features of SugarOutfitters (including without limitation any End User privacy settings, such as settings prohibiting direct solicitation and sales contact from Developer) or obtain unauthorized access to any End User device or computer. Additionally, Developer shall not charge End Users any fee to access or use the Sugar Products from or via Developer Apps. Further, Developer Property must comply with Sugar policies as may be made available to Developer by Sugar as modified from time to time. Sugar is under no obligation to publish Developer Apps or Developer Content and may remove Developer Apps or Developer Content at any time from SugarOutfitters or any part thereof for any reason, including without limitation, for failure to comply with the Program Guide.

5. Sales, Listing Fees, and Payment.

5.1. Sale of Developer Apps. Within 30 days of the end of each calendar month, Sugar will provide Developer with a Sales Report. The Sales Report will include a calculation of the Net Sales of Developer Apps in the just ended calendar month. Developer may adjust the List Price at any time by modifying the List Price on Developer's Registration Page. If Developer increases or decreases the List Price, such change will apply to any End User order received by Sugar after the effective date of such price change. As Developer's sole compensation for Sugar's sales, licensing and distribution of Developer Apps to End Users, Sugar will pay to Developer a percentage, as determined in the Program Guide, of the Net Sales as indicated on the Sales Report. Sugar will pay Developer within 30 days of the date of the applicable Sales Report. Any dispute or claim with respect to payments will be made in writing to Sugar within 45 days from the date of the Sales Report. Failure to timely raise in writing any claims or disputes with respect to payments hereunder will constitute a total waiver by Developer for any such payments.

5.2. Listing Fees. Developer may choose to list Developer Apps on SugarOutfitters by paying Sugar the Listing Fees as determined by and in accordance with the Program Guide. Sugar will publish and promote Developer Apps on SugarOutfitters as long as Developer pays the Listing Fees.

5.3. Currency and Tax. All amounts due hereunder shall be in United States Dollars. Each party shall be responsible for any taxes imposed on such party under applicable law in connection with the transactions contemplated herein.

6. End User Terms and Support

6.1. End User Terms. Use of SugarOutfitters by End Users is subject to Sugar's then-current SugarOutfitters Terms. All use of Developer Apps will be subject to Developer's then-current license or other terms of use and Developer's privacy policy ("**Developer App Terms**"). Developer will provide Sugar with a valid URL where Developer App Terms for all of Developer Apps that are available online. Developer is solely responsible for maintaining Developer App Terms at the URL provided and, for maintaining access thereto. Each End User must affirmatively agree to Developer App Terms then published at the URL provided prior to the processing of an order Developer Apps. Developer represents, warrants and agrees that (i) Developer App Terms will, at a minimum, expressly provide the Developer App Terms are between Developer and End User, (ii) as between Sugar and Developer, Developer is solely responsible for providing Developer Apps and any related support, warranty, etc., and (iii) Developer will adopt and abide by Developer's privacy policy that informs End Users of its practices related to the collection, use and disclosure of End User's personally identifiable information in connection with Developer Apps.

6.2. Support. Developer is responsible for providing support, if any, to End Users related to the operation of Developer Apps pursuant to Developer's own support terms and policies. Sugar may, from time to time, require Developer to provide training materials, documentation and support assistance via telephone or email regarding Developer Apps. Sugar is responsible for providing support to End Users' use of SugarOutfitters itself.

6.3. No Authority to Bind Sugar. Developer understands and agrees that (a) it has no authority to, and shall not, bind Sugar to any obligations with respect to Developer App Terms or otherwise, and (b) it is solely responsible for the fulfillment of all obligations and promises made by Developer to any End User in Developer App Terms.

7. Marketing

7.1. Promotional Materials. Except as pre-approved in the following Section 7.2, (i) each party shall review and approve any proposed marketing documentation and any press releases prepared by the other party that identify or relate to the other party in connection with the activities contemplated in with respect to the Program in this Agreement to ensure such material accurately and fairly represents such party's respective products, businesses and websites, and (ii) any promotion or marketing by Developer of its participation in the Program or Developer's use of any Sugar Links, Sugar Marks or references to Sugar in any of its websites or domain names is subject to the additional terms below.

7.2. Promotion of Partnership with Sugar. Developer may use Sugar Marks and Sugar Links solely to promote, market and identify its participation in the Program. Developer agrees to: (i) conduct business in a manner that reflects favorably at all times on Sugar, Sugar Products, Sugar Marks and the good name, goodwill and reputation of Sugar, and (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to Sugar, the Program, the Sugar Products or the Sugar Marks, including but not limited to disparagement of Sugar or the Sugar Products.

7.3. Right to Use Your Trademarks. Developer grants to Sugar a non-exclusive, non-transferable, royalty-free license to reproduce and display Developer Marks and refer to Developer as a participant in the Program such as on a Sugar website, in press releases and in other marketing materials. Sugar will not alter, modify or change any of Developer Marks. Any goodwill arising from Sugar's use of Developer Marks will inure exclusively to the benefit of Developer.

7.4. Use of SugarCRM Links. During the Term, Sugar grants Developer a non-transferable, non-exclusive, non-sublicenseable, royalty-free, limited, and revocable license to use Sugar Links, solely to: (a) publicize Developer participation in the Program, and (b) provide access to Sugar websites through Sugar Links. Developer will promptly substitute new Sugar Links that may be provided by Sugar from time to time. In addition, if Developer is approved to use Sugar Marks, Developer will comply with the Sugar Trademark Policy located on the Brand Guidelines website (<https://brand.sugarcrm.com/brand-overview/guidelines-intro>), in connection with the presentation of Sugar Links on Developer's websites or reference to Sugar, Developer Resources or any Sugar Products. Developer will not alter, modify or change any Sugar Links.

7.5. Use and Restrictions Related to Sugar Marks. Developer will not directly or indirectly do any of the following: (1) file, seek or in any way try to register Sugar's name or any other Sugar Marks on its own behalf or for its benefit with any government authority or any domain name registry in any country; (2) assert or claim any rights, ownership or any other interests in or to Sugar's name or Sugar Marks with any government authority, domain name registry or any other third party in any country; (3) alter, modify or change any Sugar Mark in any way whatsoever; (4) assert the invalidity, unenforceability or contest the ownership by Sugar of the Sugar Marks in any action or proceeding of whatever kind or nature; and/or (5) take any action that may prejudice Sugar's rights in the Sugar Marks, render the Sugar Marks generic, or otherwise weaken their validity or diminish their associated goodwill. All goodwill arising from your use of the Sugar Marks shall inure exclusively to the benefit of Sugar and you are not entitled to any compensation with respect to the creation of or contribution to any such goodwill. If Developer violates this Section, Developer understands and agrees that in addition to any other rights or remedies available to Sugar under this Agreement, Developer will (x) assign all rights, title and interests in such trademarks or domain names (whether as an application or registered) to Sugar; and (y) reimburse Sugar for any and all costs that Sugar incurs to enforce its rights and have Developer assign, including without limitation, any attorneys' fees applicable to such enforcement effort, in each case, within no more than thirty (30) days of Sugar's written request.

7.6. No Confusing Content in Your Domain Names or Websites. Developer agrees that its websites and domain names do not and will not contain any Sugar Marks or any variation thereof, except as otherwise permitted herein. Developer websites may not copy, co-brand or frame any Sugar website or otherwise have any portion of any Sugar website visible on your websites, or otherwise have any portion of your websites visible on the screen once a user has clicked through to a Sugar website. Absent the prior approval of Sugar, Developer's websites will not in any way copy any content from, or resemble the look and feel of, any Sugar website. Developer will not create the impression that any of its websites are a Sugar website or is part of any Sugar website. All banners and links used by Developer to link to any Sugar websites, whether from Developer's websites or any social media platforms, must be downloaded from Sugar's websites in accordance with this Agreement and Sugar's trademark guidelines located in the Partner Portal or subject to prior approval of Sugar.

7.7. No Spam or Forced Linking. Developer will not send spam that makes reference to Sugar, the Program, the Developer Resources, any Sugar Products or any other product or service of Sugar, or that includes a link to any Sugar URL or Sugar website. Developer will not force visitors to any Sugar website via any mechanism that acts as an automatic transport, such as “meta refresh” or “forced exit” scripts.

8. Business Information and Usage Data

8.1. Business Information. Developer agrees to allow Sugar and its Affiliates to store and use Developer’s 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 Sugar’s business relationship with Developer and may be provided to contractors acting on Sugar’s behalf, Sugar’s business partners who promote, market and support certain Sugar products and services, and assignees of Sugar and its subsidiaries for uses consistent with Sugar’s business relationship.

8.2. Usage Data. Sugar may collect, use, process and store diagnostic and usage related content from the computer, mobile phone or other devices with respect to the use and access to SugarOutfitters, Partner Portal, or any other Developer Resources. 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”). Developer agrees that Sugar may process Usage Data to create and compile anonymized, aggregated datasets and/or statistics about SugarOutfitters, Partner Portal, and any other Developer Resources in order to: (a) maintain and improve the performance and integrity of SugarOutfitters, Partner Portal, and Developer Resources, (b) understand which portions of SugarOutfitters or Partner Portal are most commonly used and preferred by users and how users interact with SugarOutfitters, Partner Portal, and Developer Resources, (c) identify the types of Sugar services that may require additional maintenance or support, and (d) comply with all regulatory, legislative and/or contractual requirements, provided in each case that such aggregated datasets and statistics will not enable you or any living individual to be identified.

9. Proprietary Rights and Feedback

9.1. Ownership. Sugar and its licensors own all rights, title and interests in the Sugar Property and Sugar Products. Developer owns all rights, title and interests in Developer Property. Sugar will have no right to use, copy, distribute or create derivative works of the Developer Property except as expressly provided herein. Developer will have no right to use, copy, distribute or create derivative works of the Sugar Property except as expressly provided herein. Neither party will acquire any right, title, or interest in, to or associated with the other party’s intellectual property, other than as expressly stated in this Agreement.

9.2. Feedback; Contributions. Developer may, from time to time, provide suggestions, comments or other feedback to Sugar with respect to the Program, Sugar Property or Sugar Products or other services of Sugar (collectively, “Feedback”). Developers agree that all Feedback is and will be given by Developer entirely voluntarily. Sugar will be free to use, disclose, reproduce, sell, license or otherwise distribute and exploit the Feedback in its discretion, without restriction or obligation of any kind or nature. If Developer desires to contribute actual code back to Sugar, whether in connection with the Developer Resources or the Sugar Products, Developer will be required to enter into a separate contribution agreement with Sugar.

10. Term and Termination; Suspension

10.1. Term. This Agreement commences on the date Developer accepts this Agreement and continues for one year and will automatically renew and continue to renew for one-year periods (collectively, the “Term”) unless either party terminates in accordance with Section 10.2.

10.2. Termination for Convenience. Either party may terminate this Agreement without cause at any time upon 30 days’ prior written notice.

10.3. Termination for Cause. Either party may terminate this Agreement: (i) immediately, if the other party materially breaches its obligations hereunder and, where such breach remains uncured for thirty (30) days following written notice of the breach, or (ii) immediately, if the other 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.

10.4. Suspension for Ongoing Harm. Sugar may suspend Developer’s access to or use of Developer Resources or Sugar Property if Sugar believes: (a) there is a significant threat to the functionality, security, integrity, or availability of Developer Resources or Sugar Products; (b) Developer is accessing or using Developer Resources to commit an illegal act; or (c) Developer is in violation of Section 3.1. When reasonably practicable and lawfully permitted, Sugar will provide Developer with advance notice of any such suspension. Sugar will use reasonable efforts to reinstate Developer after Sugar determines the issue causing the suspension has been resolved. Developer agrees Sugar will not be liable to Developer or any other third party for any suspension pursuant this Section.

10.5. Effect of Termination. Upon expiration or termination of this Agreement, the following will apply: Developer will immediately: (i) cease use of all Developer Resources; (ii) cease use of, and, if applicable, remove from Developer websites or any social media platforms, any Sugar Property and any other materials provided by or on behalf of Sugar or any materials created by Developer that include any of the foregoing in connection with the Program, and (iii) pay all outstanding Program fees (if any as applicable). Sugar will use commercially reasonable efforts to cease use of or remove Developer Marks from the Sugar websites (including SugarOutfitters) within fifteen (15) business days of the termination date. Sugar will disable Developer access to Partner Portal and remove Developer Apps from SugarOutfitters. Notwithstanding anything to the contrary in this Section, (a) Developer may retain reasonable copies of the Developer Resources for the sole purpose of providing ongoing support for Developer Apps to existing End Users, but only for the duration of Developer App Terms applicable to each such End Users, and (b) termination of your participation in the Program shall have no effect on an End User’s right to continue to use any licensed Developer Apps that contains Developer Resources so long as that End User remains in compliance with Developer App Terms; provided that in both cases, such use also remains in compliance with the license terms and conditions in this Agreement. Developer will continue to provide End Users access to and support of Developer Apps as previously downloaded by such End Users (subject to the applicable Developer App Terms).

10.6. Surviving Provisions. Sections 5.2, 5.3, 8, 9, 10, 11, 12, 13, 14, 15, and 16 will survive the termination or expiration of this Agreement.

11. Confidentiality

11.1. Confidential Information. “**Confidential Information**” means all private, proprietary, or otherwise confidential information disclosed by a party (“**Discloser**”) to the other party (“**Recipient**”) that should reasonably have been understood by Recipient, because of legends or other markings, or the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party. Any product evaluation, benchmarking or other comparative analysis of either Developer Resources or Application Services by Developer is deemed Confidential Information of Sugar. Confidential Information does not include information: (a) already known to the Recipient through no wrongful act of Recipient or its agents or the party that disclosed it to Recipient, (b) already in the public domain through no wrongful act of the Recipient or its agents, or (c) that is independently developed by Recipient without reference to any Confidential Information disclosed hereunder.

11.2. Ownership. Confidential Information disclosed under this Agreement is and will remain Discloser’s sole property. Recipient will not disclose Discloser’s Confidential Information other than in accordance with this Agreement and will use the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case, using no less than a reasonable degree of care.

11.3. Representatives. Recipient may allow access to Confidential Information received hereunder to its affiliates, subsidiaries, sister companies or entities, related entities, parent entities (collectively referred to herein as “**Affiliates**”) and their respective directors, officers, employees, consultants, contractors, and agents (“**Representatives**”) who have a need to know, for the purpose of this Agreement, and who are directed to protect the received Confidential Information from unauthorized use and disclosure. Recipient will (i) take appropriate actions by instruction, agreement or otherwise, with their respective Representatives who are permitted access to Discloser’s Confidential Information or any part thereof in accordance with this Agreement, to inform them of this Agreement and to direct them to comply with the terms expressed herein; (ii) not disclose to any person or entity other than their respective Representatives who are permitted access to Discloser’s Confidential Information or any part thereof in accordance with this Agreement, any derivative work product or papers produced by Recipient containing Confidential Information, without the prior written consent of the Discloser; and (iii) be responsible for disclosure by any of its Representatives not in accordance with the terms of this Agreement as if such disclosure had been by Recipient itself.

11.4. Disclosure. Recipient will promptly notify Discloser in writing of any disclosure of Confidential Information in violation of this Agreement, and of any subpoena, demand, court order, or other legal demand requiring disclosure of Confidential Information in sufficient time for Discloser to seek to prevent such disclosure.

12. Warranties and Disclaimer

12.1. Mutual Warranty. Each party represents it has validly entered into this Agreement and has the power and authority to do so.

12.2. Developer Warranties. Developer represents and warrants that: (a) Developer is the owner of Developer Property or have all the rights and power to license and grant access to and use of Developer Property to Sugar and End Users as necessary to exercise the rights and licenses granted in this Agreement, (b) Developer’s business complies, and will continue during the term to comply, with all applicable laws, regulations, rules, decrees and any governmental authority having jurisdiction over Developer’s performance under or in connection with the activities covered by this Agreement, (c) Developer Apps submitted to Sugar will not contain any Malicious Code, (d) neither Developer nor its Affiliates will make any representations or warranties on behalf of Sugar or with respect to Sugar, the Developer Resources, Sugar Products or any portion of the Program that are false, misleading or inconsistent with the documentation, promotional materials and other literature distributed by Sugar for the same, including all liability limitations and disclaimers contained in such materials, and (e) Developer Content and any other marketing or promotional materials related to Developer Apps are not false or misleading.

12.3. DEVELOPER DISCLAIMER. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEVELOPER DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO DEVELOPER PROPERTY OR THE OPERATION OF DEVELOPER’S BUSINESS AS COVERED UNDER THIS AGREEMENT.

12.4. SUGAR DISCLAIMER. SUGAR PROVIDES SUGAROUTFITTERS, THE PROGRAM, SUGAR PROPERTY AND ANY OTHER PRODUCTS, SOFTWARE OR OTHER MATERIALS OR SERVICES PROVIDED ON OR THROUGH THE PROGRAM ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, SUGARCRM, ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO SUCH, INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

13. Indemnification

13.1. Indemnity by Developer. Developer will defend and hold harmless Sugar, its Affiliates, and its and their respective officers, directors, employees, agents, attorneys (collectively, “**Sugar Indemnitees**”) from and against all third party claims (i) that Developer or Developer Property infringe a third party’s patent, trademark, copyright, or any other intellectual property right or that Developer misappropriated any trade secrets in the development of the foregoing, (ii) Developer Property violates applicable law or privacy right of any third-party, (iii) that arise out of or are related to a breach by Developer of its representations and warranties, (iv) asserted by an End User related to or in connection with Developer Property or Developer’s compliance (or failure to comply) with any Developer App Terms (including without limitation, any claims for refunds or other amounts sought by such End User), and (v) arising out of or related to the development, maintenance, implementation, or sale of Developer Apps, and Developer will indemnify Sugar Indemnitees against damages and costs (including reasonable attorneys’ fees) finally awarded by a court of competent jurisdiction, or paid in a settlement of the claim approved in writing by Sugar. Sugar agrees to promptly notify Developer of any claim for which it may seek protection for under this Section. Developer will control the defense of the claim and settlement negotiations (provided that Developer will not settle any claim

in any manner that would impose any cost or limitation on Sugar Indemnitees, or would admit fault by Sugar Indemnitees without Sugar's consent). Sugar agrees to provide Developer with reasonable assistance in the defense of such claim, at Developer's expense. Sugar has the right to participate in the proceedings at its option and expense.

14. Limitation of Liability

14.1. Limitation on All Damages. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, EXCEPT FOR A BREACH BY DEVELOPER OF ANY LICENSE GRANTS OR RESTRICTIONS, CONFIDENTIALITY OBLIGATIONS, SECTION 9 (PROPRIETARY RIGHTS AND FEEDBACK), OR SECTION 13 (INDEMNIFICATION), IN NO EVENT SHALL 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, 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. IN NO EVENT WILL THE AGGREGATE LIABILITY OF SUGAR ARISING UNDER THIS AGREEMENT OR FOR ANY CAUSE OF ACTION IN CONNECTION WITH THESE TERMS EXCEED THE AMOUNTS PAID BY DEVELOPER, IF ANY, TO SUGAR DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR \$100 USD, WHICHEVER IS GREATER.

14.2. Scope of Limitations on Liability. THE LIMITATIONS SET FORTH IN THIS SECTION 14 WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT.

15. General

15.1. Export Compliance. Developer Resources are subject to certain export control laws and regulations, including those of the United States Government. As may be reasonably necessary for Sugar to comply with such laws, Developer agrees to cooperate with Sugar's attempts to secure any legally required export licenses and authorizations. Developer agrees to make Developer records available to Sugar upon reasonable request to permit Sugar to confirm Developer's compliance with its obligations as set forth in this Section. Developer will not permit anyone to use Developer Resources who is in any U.S. embargoed country or region or who is on a U.S. government sanctioned or denied party list. Developer represents and warrants it is not named on any U.S. government sanctioned or denied party list.

15.2. US Government Rights. Each of the software components that constitute Developer Resources were fully developed at private expense and is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Developer is an agency of the U.S. Government or any contractor therefor, Developer receives only those rights with respect to Developer Resources as are granted to all other developers, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government customers and their contractors. All other uses are prohibited, and no ownership rights are conferred.

15.3. Assignment. This Agreement will inure to benefit and bind the parties hereto, their successors and assigns. Developer may not assign, sublicense or otherwise transfer this Agreement or any of its rights or obligations hereunder, by operation of law or otherwise, without Sugar's prior written consent. Sugar may assign this Agreement or any of its rights or obligations hereunder, by operation of law or otherwise, without Developer's consent. In the case of an assignment permitted under this Section, the assigning party agrees to notify the other party hereto in writing and to ensure the assignee agrees in writing to the terms of this Agreement. Notwithstanding the foregoing, Developer may not assign its rights or interest in this Agreement to a competitor of Sugar (as determined by Sugar in its sole discretion).

15.4. Relationship of the parties; No Third-Party Beneficiaries. The parties hereto are independent entities. Nothing in this Agreement or any attachment hereto creates or will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. This Agreement is not made for the benefit of any third parties.

15.5. Disputes; Arbitration. Disputes between the parties will be finally resolved by binding arbitration. The parties agree arbitration will be administered under the auspices of the American Arbitration Association or JAMS. Any arbitration will take place in Santa Clara County, California. To the extent permitted by law: (i) arbitration will be conducted by a single arbitrator and in the English language; (ii) each party to the arbitration will pay its own costs and expenses (including attorney's fees) in connection with the arbitration; (iii) the arbitrator's fees and the administrative expenses of the arbitration will be paid equally by the parties thereto; (iv) the arbitrator will not have the power to award punitive damages; and (v) the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs associated with the arbitration. An arbitration award will be enforceable in a court of competent jurisdiction over the parties.

15.6. Exceptions. Notwithstanding the foregoing, any (a) request by Sugar for injunctive relief will be brought before a court of competent jurisdiction and not through arbitration, nor will an arbitrator have the authority to issue injunctive relief, (b) legal actions commenced as debt recovery purposes for amounts due hereunder, or actions for infringement or violation of Sugar's intellectual property rights, and (c) claim of breach of Section 11 hereof will be separately brought before and decided by a court of competent jurisdiction; the parties hereby voluntarily waive a trial by jury of all such claims. Sugar's rights and remedies in this Agreement are cumulative and not exclusive of remedies at law or equity, and Sugar will be entitled to pursue any and all remedies concurrently, consecutively and alternatively.

15.7. Notices. Notices regarding this Agreement will be in writing and addressed to Developer at the email address or mailing address it provides, or, in the case of Sugar, to legal@sugarcrm.com. Any non-renewal or termination notice by Developer under Section 10.2 must be directed to isv@sugarcrm.com.

15.8. Force Majeure. Neither party will be liable to the other for any delay or failure to perform hereunder (excluding payment obligations which may be delayed but not excused) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, pandemic, 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.

15.9. **Entire Agreement.** This Agreement represents the entire agreement of the parties concerning the subject matter thereof and is intended to be the final expression of the parties' agreement and intent. This Agreement supersedes all prior and contemporaneous agreements, proposals, requests for proposals (RFP's) or responses thereto, and representations, whether written or oral. The parties agree any terms or conditions stated or referenced in or on a document or documents other than this Agreement that contradict this Agreement are null and void. No amendment or waiver of any provision of the Agreement will be effective unless in writing and signed by both parties.

15.10. **Severability; Construing; Counterparts.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions will remain in effect. The parties expressly agree this Agreement will not be construed against either party as the drafter. This Agreement may be executed in counterparts.

16. Certain Definitions

16.1. **"Affiliate"** means an entity directly or indirectly controlling, controlled by or under common control with a party. Control means the ownership or control, directly or indirectly, of at least fifty percent (50%) or more of the voting shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

16.2. **"Developer Apps"** means, any product owned or licensed by Developer from a third party, including any modifications thereto, that accesses Sugar Products through the Product APIs, and any other software applications or services approved by Sugar.

16.3. **"Developer Property"** means, Developer Apps, Developer Content, Developer Marks and any training materials or related support documentation applicable to Developer Apps that Developer delivers to Sugar in connection with the activities covered under this Agreement, together with all intellectual property rights therein or embodied therewith.

16.4. **"Forked Software"** means modifications to any open-source version of source code for Developer Resources to develop a separately maintained source code program (a) with features not present in the source code for Developer Resources, or (b) where modifications to the source code for Developer Resources are not automatically integrated with the source code for Developer Resources.

16.5. **"Developer Resources"** means access to certain materials, content, and software, including but not limited to, documentation, guides, and policies, training materials, sandboxes, and tools related to Sugar Products.

16.6. **"List Price"** means the price for Developer Apps to be charged by Sugar to End Users.

16.7. **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

16.8. **"Net Sales"** means the payments actually received by Sugar from End Users who licensed Developer Apps minus any discounts, refunds, rebates and allowances granted to End Users, credit card chargebacks, amounts associated with credit card or debit card disputes, credit card and debit card usage fees and sales and use taxes paid by End User to Sugar.

16.9. **"Partner Portal"** means the online resource center provided by Sugar, located at <https://sugarclub.sugarcrm.com/partner-club/>.

16.10. **"Product APIs"** means Sugar's application programming interfaces, which set forth rules and specifications to enable (i) third party software to interoperate with the Sugar Products, and (ii) Developer Apps into SugarOutfitters.

16.11. **"Prohibited License"** means a software license that requires that information necessary for reproducing and modifying such software must be made available publicly to recipients of executable versions of such software (like the GPL license available at <https://www.gnu.org/copyleft/>).

16.12. **"Sales Report"** means a report that describes the number of Developer Apps licenses sold by Sugar to End Users in the just ended calendar month.

16.13. **"Sugar Links"** means a Sugar-supplied hypertext link containing a particular Sugar logo, words and/or text corresponding to the various Sugar websites.

16.14. **"Sugar Marks"** means Sugar's logos, trademarks, trade names and similar identifying material, including, without limitation, all logos that Sugar may create and make available for use by participants in the Program or SugarOutfitters.

16.15. **"Sugar Products"** means the Sugar business application suite(s) (and any optional modules), and any other software that Sugar supplies, licenses or sells from time to time, exclusive of the open-source version known as "SugarCRM Community Edition."

16.16. **"Sugar Property"** means, collectively, the Developer Resources and all modifications thereto, Program Guide, Sugar websites, Sugar Links and Sugar Marks, SugarOutfitters, Product APIs, and all related documentation, including all copies of any of the foregoing, together with all intellectual property rights therewith or embodied therein.