



SUGAR PARTNER PROGRAM TERMS AND CONDITIONS

These Sugar Partner Program Terms and Conditions, along with a duly executed Partner Membership Form, Program Guides, and documents located at URLs (collectively the "**Agreement**"), are agreed between the applicable SugarCRM group company ("**Sugar**") and the partner entity specified in an executed Partner Membership Form ("**Partner**"). Capitalized terms not defined elsewhere in this Agreement have the meanings given to them in the Certain Definitions Section herein.

1. Partner Program

1.1. Program and Program Guide. This Agreement outlines the terms of Partner's participation in the Program. The Program offers various membership tiers (each, a "**Program Tier**") based on the business Partner generates. Details about Program Tiers and the associated eligibility, compensation, benefits, requirements, certifications, and targets are specified in the applicable Program Guide.

1.2. Partner Membership Form. To be a member of the Program, a Partner Membership Form must be in effect and only one can be valid at any given time. Partner will not be entitled to the rights, status, compensation or benefits of another partner designation unless and until the then-current Partner Membership Form is replaced by a new Partner Membership Form for a different partner designation that is signed between the parties. To change a partner designation, both Partner and Sugar must sign a new Partner Membership Form stating the new partner designation.

1.3. Program Tier. Sugar assigns Partner an initial Program Tier in the Partner Membership Form. Changes to Partner's Program Tier will be made in accordance with the applicable Program Guide. 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 requirements applicable to the Program Tier as specified in the applicable Program Guide at its own expense. If Partner fails to comply with this Agreement, Sugar may suspend (i) Partner's access to the Partner Portal, (ii) any Orders, (iii) Program participation, and (iv) Referral Fees.

1.4. Customer Satisfaction. Partner understands and agrees that (i) if Partner fails to provide any of its Services, deliverables, work product, or any other services to a Customer to the satisfaction of that Customer, or (ii) if Customer requests to transition from Partner to Sugar or an alternative Sugar authorized partner, then Sugar reserves the right to assist Customer directly to transition such services (whether or not complete) to either Sugar or another partner without any liability or compensation to Partner. Partner agrees to fully cooperate with Sugar to process such transition and to provide the necessary support services to complete such transition.

1.5. Sugar's Reserved Rights. Sugar reserves the right at its sole option to: (a) increase or decrease the number of authorized partners in the Program, (b) market, distribute and sell Products 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) discontinue developing, producing, manufacturing, licensing or distributing any of the Products and Services and to modify, add to, replace or remove the Products and Services or any functionality or features therein in its discretion at any time, and (d) modify any part of the Program at any time, including but not limited to, any Program Guide or Program Tiers, and wherever reasonably practicable upon 60 days' notice to Partner, which may be done by posting on the Partner Portal and/or via email.

1.6. Non-exclusivity. Partner acknowledges that (i) Sugar and its Affiliates may market, sell and service Products in the Territory, (ii) Sugar's suppliers (and their resellers) may market, sell and service Products in the Territory, and (iii) Sugar may authorize other companies to market, sell and service Products in the Territory.

2. Partner Designation

2.1. Reseller Authorization. If Partner is designated as a reseller partner in the Partner Membership Form, Sugar hereby grants to Partner a personal, non-transferable and non-exclusive right to market and resell Products to and/or perform Services for Customers and prospective Customers in the Territory. Partner is prohibited from collecting Orders or receiving payments for Products or Services from any Customer located outside the Territory, except as required by law. Partner has no right to receive, review or otherwise use or have access to Product source code.

2.2. Referral Partner Authorization. If Partner is designated as a referral partner in the Partner Membership Form, Partner is authorized to refer potential customers (each a "**Referred Customer**") to Sugar to purchase Products directly from Sugar (each a "**Referral**"). If, because of the Referral, a Referred Customer enters into a Customer Agreement and purchases Products from Sugar within 180 days following the date Partner provides the Referral to Sugar, then Sugar agrees to pay Partner a one-time fee ("**Referral Fee**"), calculated in accordance with the Program Guide, except as otherwise agreed in writing between Sugar and Partner. Referral Fees are only payable for the first 12 months of subscription fees received by Sugar from a Referral Customer. Notwithstanding the foregoing, Products do not include, and Partner will not receive a Referral Fee for, any Third-Party Applications, any Sugar professional services, such as general consulting, implementation, training services, enhanced support, Sugar Care subscriptions, any product activation and/or technical advisory services. Sugar reserves the right, at its sole discretion, to accept or decline any Referrals provided by Partner. Partner agrees to assist Sugar as needed during the sales cycle; provided, however Partner understands and agrees that all negotiations for the sale of Products will be the responsibility of Sugar and will be conducted between Referred Customer and Sugar only.

2.3. System Integrator Authorization. If Partner is designated as a system integrator partner in the Partner Membership Form, Partner is authorized to perform Services for Customers and prospective Customers in the Territory and may be eligible to receive compensation for Referrals and other compensation and benefits in accordance with Section 2.2 and the applicable Program Guide.

2.4. Marketing and Promotion. Partner will use its best efforts to market and promote the Products and Services to actual and prospective Customers in the Territory. Partner will not make any representations, warranties or guarantees to Customers regarding the

Products or Services that are inconsistent with or in addition to those made in this Agreement, the Documentation, in a Customer Agreement, or in Sugar's published marketing materials.

2.5. **Designation Change.** A change in the Partner designation requires both the Partner and Sugar to execute a new Partner Membership Form reflecting the updated designation. Partner is only eligible for one designation at a time and will not be entitled to any rights, benefits, or compensation associated with other partner designations.

3. Marks

3.1. **Partner Marks.** During the term of this Agreement, Partner grants Sugar the limited right to publish Partner's Marks regarding Partner's participation in the Program for purposes reasonably related to this Agreement and in press releases and in other marketing materials.

3.2. **Sugar Marks.** Sugar grants to Partner the limited right to use Sugar's and its Affiliates' Marks (including any applicable partner-type or level logos) solely for the purpose of marketing the Products and Services to existing and prospective Customers hereunder and to identify it as an authorized Sugar partner. For the avoidance of doubt Partner may not, without Sugar's written permission, use Sugar and its Affiliates' Marks for any internal or external building, office or property signage. Partner will comply at all times with Sugar's trademark usage guidelines and applicable Program Guide.

3.3. **Ownership.** Except as provided above, this Agreement does not grant a party any right, title, interest or license in or to the other party's (or such party's Affiliates' or licensors') Marks. Each party agrees not to register, adopt or use any Mark, domain name or other designation that includes any part of the other party's (or such party's Affiliates' or licensors') Marks or any term that is confusingly similar to the other party's (or such party's Affiliates' or licensors') Marks.

3.4. **Unsolicited Commercial Email.** Neither party may use the other party's Marks in connection with the transmission or distribution of unsolicited commercial email or in a manner that would violate applicable law or local custom or conflict with Sugar's policies.

3.5. **Branding Elements; Co-Branding.** Except as otherwise authorized by Sugar in writing, Partner may not (i) alter any Sugar or Sugar supplier branding elements in the Products or marketing materials, (ii) co-brand the Products, or (iii) distribute any marketing or other materials containing Sugar or Sugar supplier branding elements, other than materials produced by Sugar or its suppliers.

4. Partner Support Services and Professional Services

4.1. **Support Services.** Except for referral partners and as otherwise agreed between the parties, Partner understands and agrees that it will be responsible for providing Support Services to its Customers and that any communications with Customers or support information or Development Tools distributed by Partner to its Customers, will clearly and conspicuously state that Customer should contact Partner in connection with such Support Services.

4.2. **Professional Services.** If Partner provides Services to a Customer, it warrants that it will provide the Services in a timely, effective, efficient and professional manner and in accordance with the highest professional standards, applicable Program Guide, and any certification or other requirements specified by Sugar from time to time. Partner also warrants that its personnel and contractors performing Services have the experience, skills and knowledge necessary to successfully perform the Services. Partner may request to subcontract some or all Services to Sugar or its Affiliates, in which case the parties will negotiate a statement of work or similar document. If Partner subcontracts Sugar or its Affiliates for Services, then Partner will, in addition to agreed Services rates, reimburse Sugar or its Affiliates for all reasonable out-of-pocket travel and related expenses (i.e., air, lodging and meals) incurred to perform the Services. If Partner is hired by Customer to perform Services in connection with Products, then Partner is considered a subcontractor to that Customer and the terms and conditions of that Customer's Customer Agreement apply to all modifications made by Partner to the Products for that Customer.

5. Partner Representations, Warranties, and Covenants

5.1. Partner represents, warrants and covenants that during the term of this Agreement: (a) Partner will maintain the facilities, resources and experienced personnel necessary to market and resell the Products and/or to perform Services and to otherwise fulfill its obligations under this Agreement, (b) Partner will comply with the terms and conditions contained in this Agreement, (c) Partner is not precluded by any existing arrangement, contractual or otherwise, from entering into this Agreement or performing its obligations, (d) if Partner becomes aware of any actual or suspected unauthorized user, copying or disclosure of the Products, Partner will promptly notify Sugar and will assist Sugar in the investigation and prosecution of such unauthorized user, copying or disclosure, (e) Partner has the full right, power and authority to enter into this Agreement and to carry out its obligations thereunder, and there are no impediments known to Partner that would prevent Partner's compliance with all the terms of this Agreement, and (f) Partner will at all times comply with all applicable laws, rules, and regulations.

6. Additional Licensing

6.1. **Ancillary Licenses.** Sugar may provide Partner a limited, revocable, personal, non-transferable, non-exclusive, not-for-resale license to the following ("**Ancillary Licenses**") as determined by Sugar in its sole discretion:

6.1.1. **Internal Use Subscription.** If authorized, Partner may obtain a limited subscription to use certain Products solely for its own internal business operations and to conduct internal training of Partner's personnel on the Products to enable such personnel to fulfill Partner's obligations under this Agreement ("**Internal Use Subscription**"). Partner acknowledges that the Internal Use Subscription does not permit Partner to distribute Products to any third party or use Product for a timesharing, outsourcing or service bureau application. Partner's use of the Internal Use Subscription is subject to Sugar's Customer Terms of Service then in effect, a copy of which is available at <https://www.sugarcrm.com/legal/agreements/customers/>. Unless the Program Tier expressly provides that Internal Use Subscriptions

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 Internal Use Subscriptions.

6.1.2. Development Tools. If authorized, Partner may obtain Development Tools for internal use in accordance with the applicable Program Guide.

7. Orders and Fulfillment

7.1. Ordering. When ordering Products for resale hereunder, Partner will submit Orders to Sugar in accordance with Sugar's standard order process then in effect. By placing an Order with Sugar, (i) Partner represents and warrants that it has included language in its Customer sales agreement(s) that cause the applicable Customer to accept and agree to the terms and conditions of Sugar's then-current Customer Agreement, as such may be amended from time to time by Sugar in its sole discretion, and (ii) Partner agrees (a) to pay Sugar for the Products ordered thereunder, and (b) a Customer's failure to pay Partner does not relieve Partner of its payment obligations to Sugar. Sugar may accept or reject an Order at its sole discretion. Once submitted, Partner may not cancel an Order unless Sugar otherwise agrees in writing.

7.2. Fulfillment. Upon receipt and acceptance of a valid Order, Sugar will provision the Products for the benefit of the applicable Customer based on the Customer information supplied by Partner. Sugar may send direct communications to Customers for any reason. Partner will provide Customer-related information that is accurate and current.

7.3. Customer Agreement Acceptance. Partner understands and agrees that it (a) has no authority to, and will not, make any changes to the Customer Agreement, (b) cannot accept any order as binding upon Sugar without Sugar's written consent, and (c) will not make any representations or warranties with respect to Sugar or the Products that are inconsistent with the then-current Customer Agreement, the terms and conditions set forth in this Agreement, the applicable Program Guide, Documentation, promotional materials and other literature distributed by Sugar, including all liability limitations and disclaimers contained in such materials. If Sugar updates the Customer Agreement, then Partner must ensure that Customer accepts the new Customer Agreement at or before renewal of a Product. Partner will be liable to Sugar for all costs or damages incurred by Sugar if Partner fails to comply with this Section.

8. Payments

8.1. Annual Partner Fees. Partner must pay Sugar the applicable non-refundable annual Program fee specified in the applicable Program Guide. Renewal fees will be invoiced approximately 30 to 45 days prior to the renewal date and are due by the start of such renewal date. Partner may not participate in the Program until payment of the applicable Program Fee has been received by Sugar for the applicable Term.

8.2. Product Resales. Partner will pay Sugar the standard list price, net of the applicable reseller margin, for all Products it resells hereunder in accordance with the applicable Program Guide. Except as otherwise agreed in an Order, or as otherwise approved in writing, payments are due within 30 days following the invoice date (without offset). Payments due to Sugar under this Section are not contingent upon Partner's receipt of any payments from Customers.

8.3. Referral Fees. Partner may be entitled to the payment of Referral Fees as stated in Section 2.2. Sugar reserves the right to offset Referral Fees due to Partner against amounts past due from Partner hereunder. If (a) Partner is in full compliance with this Agreement, and (b) Sugar accepts the Referral, then Sugar will pay Partner the Referral Fee within 45 days of receipt of payment from the Referred Customer by Sugar, less any taxes required to be withheld by Sugar under applicable law. If this Agreement is terminated for any reason, Partner is only eligible to earn a Referral Fee on Referrals that have been submitted and become payable prior to the termination or expiration date of this Agreement.

8.4. Payment Terms. Except as otherwise set forth herein or in the applicable Program Guide, all payments are due by Partner within 30 days following the date invoiced without any setoff or reduction. All payments will be in U.S. Dollars. Sugar reserves the right to offset payments due Partner under this Section 8 against amounts past due by Partner hereunder.

8.5. Taxes. All prices are exclusive of all applicable country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes ("**Taxes**"). Partner is responsible for all Taxes however designated or levied, against the sale, licensing, delivery, or use of the Products (other than Taxes based upon Sugar's net income). If Partner withholds or retains Taxes, it will increase the amount payable as necessary so that after making all required withholdings or retentions Sugar receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such withholdings or retentions been made.

8.6. Financial Information; Credit. Partner will furnish Sugar with such financial and credit information as may be reasonably requested by Sugar from time to time. Sugar may extend credit to Partner after review of such information and overall creditworthiness, provided that Sugar may revise or withdraw any credit extended to Partner upon written notice. Sugar will treat all financial information furnished by Partner hereunder as Partner's Confidential Information.

8.7. Disputes and Remedies for Overdue Payments. Partner will provide Sugar with written notice of any disputed fee within 10 days after receipt of the applicable invoice. The parties will enter good faith discussions to resolve any disputed fee; and, once resolved, Partner will pay any amount outstanding within 10 days of the resolution of the dispute. If any charge owed by Partner to Sugar is overdue, Sugar may, at its sole option, do any or all of the following: (a) suspend Partner's right to submit Orders, (b) refuse to accept any or all of Partner's Orders, (c) process Partner's Orders directly with Customers, (d) apply amounts which would be owed or allocated to Partner under the Program against any amounts due to Sugar until the Partner account is current and/or until Partner demonstrates a commitment to return to timely payment practices consistent with this Agreement (as determined by Sugar in its sole discretion), (e) assess a late payment fee in the amount of 2%, and/or (f) terminate this Agreement immediately, by providing written notice to Partner.

9. Confidentiality

9.1. Ownership and Non-Disclosure. 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.

9.2. Permitted Disclosures. Recipient may disclose Discloser's Confidential Information hereunder to its Affiliates, employees, advisors, contractors, and representatives who may need access for purposes consistent with this Agreement but only if the person or entity is bound by confidentiality obligations at least as protective as those in this Section 9 and Recipient remains responsible for everyone's compliance with the terms of this Section 9.

9.3. Required Disclosures. Recipient may disclose Discloser's Confidential Information to the extent required by applicable law if, unless prohibited by applicable laws, Recipient provides the Discloser reasonable advance notice of the required disclosure and reasonably cooperates, at the Discloser's expense, with the Discloser's efforts to obtain confidential treatment or the Confidential Information.

10. Proprietary Rights

10.1. Products. Sugar (or its Affiliate or supplier, as applicable) retains sole and exclusive ownership in and to the Products and any other deliverables developed, created or furnished by Sugar hereunder and all intellectual property rights therein ("**Materials**"). Except as otherwise agreed in writing, Sugar (or its Affiliates or suppliers, as applicable), owns all modifications, improvements, customizations, or enhancements to the Materials that (i) constitute derivative works thereof or an infringement of any intellectual property rights relating thereto, or (ii) use all or any part of the source code or Confidential Information within such Materials. Sugar (or its Affiliates or suppliers, as applicable) reserve all rights not expressly granted herein.

11. Partner Restrictions

11.1. General Restrictions. Except as expressly allowed in this Agreement, Partner will not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, commercialize or otherwise transfer any rights or usage in or to the Products or otherwise make any of the Products available to a third party, (b) remove or alter any copyright, trademark or any other proprietary notices (including any license files or the like) in the Products, (c) provide the Products on a timesharing, service bureau or other similar basis, (d) reverse engineer, decompile or modify any encrypted or encoded portion of the Products, (e) modify any source code to develop a separately maintained source code program with features not present in the source code, or where modifications to the source code are not automatically integrated with the source code, (f) make any modifications to any portion of the Critical Control Software, (g) use or modify Products in any way that would subject Products, in whole or in part, to a Prohibited License, (h) access or use Products for the purpose of building a competitive product or service or copying its features or interface, or (i) benchmark or otherwise compare and/or contrast, favorably or unfavorably, the Products to other third-party software products with features and functions similar or comparable to such Products.

11.2. No Sub-distributors/Subcontractors. Partner may not authorize any other entity or other person to market and resell the Products and/or perform Services without Sugar's prior written consent, which may be withheld by Sugar in its sole discretion.

11.3. Commercial Product Only. Partner will not, directly or indirectly, (a) develop, market, distribute or offer any services related to any open-source version of Products, or (b) develop and market products, modules or any other software code for use with any open-source version of Products that has functionality similar to and/or competitive with the Products.

12. Additional Express Warranties; Disclaimers

12.1. Express Warranty. Sugar hereby warrants that it is authorized to enter into this Agreement and supply the Products hereunder.

12.2. General Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER SUGAR, NOR ANY OF ITS AFFILIATES, SUPPLIERS, SUBCONTRACTORS OR AGENTS MAKES ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SUGAR, AND ITS SUPPLIERS, SUBCONTRACTORS AND AGENTS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF SATISFACTORY QUALITY, REASONABLE SKILL AND CARE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. Indemnification

13.1. By Sugar.

13.1.1. Subject to the terms and conditions contained herein, Sugar will, at its own expense, defend Partner and its Affiliates and their directors, officers and employees (each, a "**Partner Indemnified Party**" and an "**Indemnified Party**") against any claim, demand, suit, proceeding or action (a "**Claim**"), and will indemnify and hold harmless the Partner Indemnified Parties from and against any damages, costs (including but not limited to reasonable attorney fees and costs) or amounts agreed to in a monetary settlement arising out of or in connection with such Claim to the extent the Claim is made or brought by or on behalf of a third party alleging that the Products or any Services furnished by Sugar or its Affiliates infringe any copyright or patent, or misappropriates any trade secret, of such third party ("**Partner Claim**"). Sugar has no obligation under this Section or otherwise to the extent a Partner Claim is based on (i) any use of the Products not in accordance with this Agreement or the applicable Documentation or Customer Agreement, (ii) any use of the Products or Services (furnished by Sugar or its Affiliates) in combination with other products not supplied by Sugar hereunder if the infringement is caused by such combination, (iii) modification of the Products other than by or at Sugar's direction, or (iv) any marketing

claims or other actions by Partner not in compliance with the terms of this Agreement. Sugar has no liability or obligation under this Section with respect to Partner Claims involving Third-Party Applications.

13.1.2. If a Partner Claim occurs, or if Sugar reasonably believes a Partner Claim may occur, Sugar may at its sole discretion and at no cost to Partner (i) modify the Products subject to the Partner Claim so that they no longer infringe or misappropriate, (ii) secure for Partner the right to continue to resell the Products in accordance with this Agreement, or (iii) if (i) or (ii) are not commercially and reasonably feasible, terminate this Agreement with respect to the Products subject to the Partner Claim. This Section 13.1.2 provides Sugar's sole liability and Partner's sole remedy against any intellectual property infringement Claim.

13.2. By Partner. Partner will, at its own expense, defend Sugar and its Affiliates and suppliers and their directors, officers and employees (each, an "**Sugar Indemnified Party**" or "**Indemnified Party**") against any Claim, and will indemnify and hold harmless the Sugar Indemnified Parties from and against any damages, costs (including but not limited to reasonable attorney fees and costs) or amounts agreed to in a monetary settlement, arising out of or in connection with such Claim, to the extent the Claim is made or brought by or on behalf of a third party as a result of (i) Partner's unauthorized use, sale, or distribution of the Products, (ii) Partner's performance of Services to Customers, (iii) any representation or warranty made by Partner to any third party that was not authorized by Sugar or otherwise not in compliance with Sugar's express warranties respecting the Products, or (iv) any failure by Partner to comply with Section 15 (Compliance) or with any other law or regulation applicable to its obligations or activities under this Agreement.

13.3. Mutual Obligations for Indemnification. Each party's obligations under this Section 13 are conditioned on the Indemnified Party providing the following: (i) prompt notice of any claim for which indemnification is sought, (ii) sole control of the defense and settlement of such claims, and (iii) reasonable assistance and cooperation at the expense of the indemnifying party; provided, however, that the indemnifying party may not enter into any settlement imposing any liability or obligation on the Indemnified Party without the Indemnified Party's written consent.

14. Limitation of Liability

14.1. Exclusion of Certain Damages. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUSIVE OF COSTS ASSOCIATED WITH PARTNER PROGRAM STAFFING REQUIREMENTS), OR DAMAGES FOR LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUE, OR LOSS OF BUSINESS INFORMATION (IN EACH CASE WHETHER DIRECT OR INDIRECT) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM UNDER ANY THEORY OF LAW AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR WHETHER SUCH EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSES.

14.2. Limitation of Liability.

14.2.1. Sugar Liability. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, THE TOTAL CUMULATIVE LIABILITY OF SUGAR TO PARTNER IN RELATION TO THIS AGREEMENT, AND PARTNER'S EXCLUSIVE REMEDY FOR ANY SUCH LIABILITY, IS LIMITED TO PARTNER'S DIRECT DAMAGES CAUSED BY SUGAR UP TO AN AMOUNT NOT TO EXCEED 100% OF THE TOTAL AMOUNT HAVING ACTUALLY BEEN PAID BY PARTNER TO SUGAR HEREUNDER DURING THE THEN PRECEDING 12-MONTH PERIOD.

14.2.2. Partner Liability. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, AND EXCEPT FOR AMOUNTS PROPERLY PAYABLE BY PARTNER TO SUGAR HEREUNDER, THE TOTAL CUMULATIVE LIABILITY OF PARTNER TO SUGAR IN RELATION TO THIS AGREEMENT, AND SUGAR'S EXCLUSIVE REMEDY FOR ANY SUCH LIABILITY, WILL BE LIMITED TO SUGAR'S DIRECT DAMAGES CAUSED BY PARTNER UP TO AN AMOUNT NOT TO EXCEED 100% OF THE TOTAL AMOUNT HAVING ACTUALLY BEEN PAID BY SUGAR TO PARTNER HEREUNDER DURING THE THEN PRECEDING 12-MONTH PERIOD.

14.3. Exceptions to Liability. SECTIONS 14.1 AND 14.2.2 DO NOT APPLY TO (i) CLAIMS ARISING OUT OF OR CAUSED BY PARTNER'S NEGLIGENCE OR MISCONDUCT, (ii) PARTNER'S OBLIGATIONS UNDER SECTION 13 (INDEMNIFICATION), OR (iii) PARTNER'S BREACH OF ITS OBLIGATIONS UNDER SECTIONS 6 (ADDITIONAL LICENSING), 9 (CONFIDENTIALITY), 10 (PROPRIETARY RIGHTS), 11 (PARTNER RESTRICTIONS), OR 15.1 (SUGAR POLICIES AND BUSINESS STANDARDS).

14.4. Limit on Causes of Action. NO ACTION OR CLAIMS, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY PARTNER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION OR CLAIM HAS ACCRUED.

14.5. 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.

15. Compliance

15.1. Sugar Policies and Business Standards. Partner will comply with (a) all applicable laws and regulations in its marketing activities and other obligations hereunder, and (b) Sugar's compliance and governance policies including but not limited to Sugar's Supplier Code of Conduct located at <https://www.sugarcrm.com/legal/> as updated from time to time. Partner must (a) avoid deceptive, misleading and unethical practices, and (b) conduct business in a manner that reflects favorably on the Products and Sugar's and its Affiliates' and suppliers' goodwill and reputation.

15.2. Export. Partner acknowledges and agrees that the Products are subject to all applicable export control laws and regulations, including, without limitation, those of the United States Government. Partner will (i) strictly comply with all applicable export control laws and regulations related to the Products, and all licenses and authorizations issued under such laws and regulations, and (ii) notify Sugar in writing of any Customers that are a government or regulatory body or similar type of entity or user. Partner will fully cooperate with

Sugar in securing any export licenses and authorizations required under applicable export control laws and regulations. Partner agrees that it will not, and will cause its officers, directors, employees, agents, contractors and customers to agree not to, export, re-export, divert, release, transfer, or disclose any such Products, 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 will make its records available to Sugar upon reasonable request to permit Sugar to confirm Partner's compliance with its obligations as set forth in this Section.

15.3. **Anti-Corruption.** Partner will comply with all applicable laws against bribery, corruption and money-laundering, including without limitation, the U.S. Foreign Corrupt Practices Act, and where applicable the U.K. Bribery Act (collectively, "**Anti-Corruption Laws**"), in its activities under this Agreement and will promptly inform Sugar in writing upon becoming aware of any violations of any Anti-Corruption Laws in connection with this Agreement.

15.3.1. Partner will provide annual training to its employees who resell, distribute or market Products hereunder on compliance with Anti-Corruption Laws. Partner will certify in writing to Sugar that such training has taken place following Sugar's request. Partner's record-keeping obligations described in Section 18 below apply to Partner's certifications in this Section and its compliance with Anti-Corruption Laws.

15.3.2. Partner acknowledges that it is prohibited from paying expenses for travel, lodging, gifts, hospitality, or charitable contributions for government officials on Sugar's behalf. Partner also acknowledges that it is prohibited from using any funds provided by Sugar, or any proceeds resulting from any Sugar business, to pay expenses for travel, lodging, hospitality or charitable contributions for government officials.

15.3.3. Partner will disclose all rebates, fees or other concessions to a government Customer as required by law, regulations or the terms of the government solicitation.

15.4. **Anti-Trust / Competition Law.** Partner will comply without limitation to all applicable laws concerning anti-trust and competition law inclusive of but not limited to the collection of US statutes constituting US antitrust law, EU Competition law pursuant to The Treaty on the Functioning of the European Union as well as the English law statutes the Competition Act 1998 and the Enterprise Act 2002.

15.5. **Anti-Human Trafficking.** Partner represents and warrants that, in connection with this Agreement, it will comply with all applicable laws and regulations related to the prohibition of human trafficking, slavery, and forced labor, including, but not limited to, the U.S. Federal Regulation Acquisition, U.S. Trafficking Victims Protection Act, and any other similar laws in jurisdictions where Partner operates.

16. **Privacy; Customer Data**

16.1. **Privacy.** Partner will (i) comply with all applicable laws and legal requirements regarding privacy and data protection, and (ii) provide sufficient notice to, and obtain sufficient consent and authorization from Customers and any other party providing personal data to Partner and Sugar to permit the processing of the data by Partner, Sugar and their respective Affiliates, subsidiaries, sub-processors, and service providers as contemplated under this Agreement. Sugar may collect, use, transfer, disclose and otherwise process each Customer's data, including personal data, as described in such Customer's Customer Agreement.

16.2. **Customer Data.** The security, privacy and data protection commitments made by Sugar in any Customer Agreement only apply to the Products purchased from Sugar and not to any services or products provided by Partner. Except as Partner and a Customer may otherwise agree, Partner may use Customer Data only to provide the Customer with the Products and to assist Customer in the proper administration of the Products. Additionally, Partner may only access and disclose to law enforcement or other governmental authorities to the extent required by law data from, about or related to a Customer, including the content of communications (or to provide law enforcement or other government entities access to such data). If Partner receives a request for Customer Data either directly from a law enforcement agency or as redirected to Partner by Sugar, then Partner will redirect the law enforcement agency to request that data directly from the applicable Customer. If compelled to disclose Customer Data to law enforcement, Partner will promptly notify the Customer and provide a copy of the demand, unless legally prohibited from doing so. Partner will require in its agreements with Customer that, as to the extent required by law, Customer will notify the individual users of the Products that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Partner, and will obtain the users' consent to the same.

17. **Regulated Data.** Partner acknowledges and agrees that SaaS is not configured to receive, store, or process (a) technical data controlled by International Traffic in Arms Regulations (ITAR), (b) covered defense information as defined under US Defense Federal Regulation Supplement (DFARS), (c) items and data controlled under the Export Administration Regulations (EAR), (d) Health Insurance Portability and Accountability Act (HIPAA) protected health information (PHI), (e) Payment Card Industry Data Security Standard (PCI-DSS) cardholder data, (f) Federal Information Modernization Act (FISMA) personal data, or (g) any other form of government sensitive information, including but not limited to, Controlled Unclassified Information (CUI), Federal Contract Information (FCI), and other similar data categories governed by US federal regulations ("**Regulated Data**"). Partner agrees neither Customers nor their users will use SaaS to store Regulated Data or provide access to or submit or transmit any Regulated Data to Sugar when requesting Products, Support Services, or otherwise. Partner also acknowledges and agrees that SaaS is not configured to receive or store "special categories of data" as such is defined in GDPR, or other similar categories of sensitive information as set forth under Data Protection Laws.

18. **Audit**

18.1. During the Term and for 3 years after expiration or termination, Partner will keep all records (including, but not limited to, Orders 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. Sugar, or a third party designated by Sugar, will have the right to audit and inspect Partner's Records to verify Partner's compliance with the terms of this Agreement. Partner will provide Sugar or its designated third-party auditor with access to all Records to perform the audit and inspection.

18.2. An audit will be conducted during regular business hours at Partner's offices following reasonable notice and will not unreasonably interfere with Partner's business activities. If Sugar finds a reporting or payment shortage of 5% or more, Partner will reimburse Sugar for the expenses incurred by Sugar in conducting the review. Partner will pay Sugar 125% of the fees payable for Products that were not paid for. Sugar may not conduct a review more often than twice per year unless Sugar finds a reporting or payment shortage of 5% or more. By exercising its rights under this Section, Sugar does not waive any other rights Sugar may have to enforce this Agreement

18.3. Sugar may conduct Customer reviews and/or audits from time to time to evaluate Customer satisfaction with Partner's marketing and sales activities, and where applicable, Services, and to confirm Orders and renewal terms.

19. **Commercial Computer Software.** The Products 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 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.

20. **Term; Termination**

20.1. **Term of Agreement.** This Agreement will apply for as long as you participate in the Program with an active Partner Membership Form, until terminated. The initial term of this Agreement will 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, 2025, then the expiration date for the Initial Term will be January 31, 2026. Upon expiration of the Initial Term, Partner's membership will 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. Partner's participation in the Program is at Sugar's sole discretion. Sugar has no obligation to renew Partner's membership (even if it auto-renews) or enter into another channel partner or similar agreement with Partner upon termination or expiration of this Agreement. If Sugar in its sole discretion decides to renew this Agreement this will for the avoidance of doubt effect a new contractual and commercial relationship between Sugar and Partner distinct and separate from the previous Agreement without any transfer of presumptions from Sugar and Partners prior contractual and commercial relationship.

20.2. **Termination without Cause.** Either party may terminate this Agreement without cause at any time, effective upon 30 days' written notice to the other party.

20.3. **Termination for Cause.** Either party may terminate this Agreement upon 30 days' written notice if the other party breaches this Agreement and such breach remains uncured at the expiration of the notice period. Sugar may immediately terminate this Agreement upon giving notice to Partner if (i) Partner breaches Sections 15 (Compliance) or 25 (Assignment), (ii) Partner's breach of this Agreement is not curable within 30 days, (iii) such termination is required by valid judicial or governmental order, (iv) Partner engages in the unauthorized manufacture, copying, distribution, sale, or use of the Products or Ancillary Licenses or otherwise infringes Sugar's or its Affiliates' or suppliers' intellectual property rights, or (v) Partner becomes insolvent, voluntarily or involuntarily enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, admits in writing its inability to pay its debts or makes attempts to make an assignment for the benefit of creditors.

20.4. **Effects of Termination.** Upon the termination of this Agreement for any reason (which by default also means a termination of the Partner Membership Form), all authorizations granted hereunder will terminate and Partner will immediately: (a) cease use of, and, if applicable, remove from Partner websites, any Sugar Marks (including, without limitation, the Program Level logos), Sugar links and any other Materials provided by or on behalf of Sugar 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 Sugar Marks and/or any other Material, (c) cease any and all Sugar-related activities Partner may be undertaking pursuant to this Agreement, (d) cease use of and return to Sugar or destroy all of Sugar's Confidential Information, (e) assist Sugar with the transition of Partner-registered Customers to Sugar or another Sugar authorized partner, and (f) submit payment for all outstanding invoices due and payable and all fees payable and not yet invoiced for the duration of the Customer Agreement to Sugar within 30 days of the effective date of termination. However, Partner may continue to use Sugar'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 earlier to occur of (i) expiration of each such Customer's then-current subscription period, and (ii) the date upon which such Customer transitioned to Sugar or another Sugar authorized partner. The terms of this Agreement will remain in full force and effect as to each such Customer during such time.

20.5. **Transitions and Post-Termination Customer Engagements.** Nothing herein will prevent Sugar from entering into any arrangement or agreement directly with any Customer for continued use of the Products after the effective date of termination of this Agreement and Partner will assist in any transition requested by either the Customer or Sugar. After the termination of this Agreement, Partner will refer all inquiries regarding Sugar or the Products to Sugar. 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 Sugar, the contact details for all Partner-registered Customers and prospects.

21. **Surviving Provisions.** Sections of this Agreement that by their terms require performance after the termination or expiration of this Agreement survive as permitted by applicable law.

22. **Dispute Resolution.** Except for debt recovery or collection actions for amounts due hereunder, or actions for infringement or violation of a party's intellectual property rights ("**Excluded Disputes**"), in the event of any dispute, claim, or controversy arising out of, relating to, or in connection with this Agreement (whether based in contract, in tort, upon a statutory provision, or otherwise), including, without limitation, the formation, performance, breach, termination, enforcement, interpretation or validity thereof (a "**Dispute**");

22.1. **Negotiation/Mediation.** Partner and Sugar will first attempt to resolve any Dispute through confidential negotiation by one or more meetings with designated executives with authority to resolve the Dispute, or if agreed, by mediation with a mutually agreeable mediator.

22.2. **Arbitration.** If Partner and Sugar are unable to resolve the Dispute in accordance with the preceding Section, the parties will finally and settle the Dispute through arbitration. Except as otherwise provided herein or as otherwise agreed by the parties the arbitration will be administered by a single arbitrator and in accordance with the following terms and conditions:

22.2.1. **Arbitrations held in the United States.** Arbitrations held in the United States will be administered by AAA pursuant to its Commercial Arbitration Rules and Mediations Procedures in Denver, CO. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding any provisions herein with respect to applicable substantive law governing this Agreement, to arbitrate and any arbitration conducted pursuant thereto will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

22.2.2. **Arbitrations held Outside the United States.** Arbitrations outside the United States will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules. No award or procedural order made in the arbitration will be published. Place of arbitration for partners based in Europe (and UK) will be London/UK, for partners based in Australia will be Sydney. The Emergency Arbitrator Provisions will not apply.

22.2.3. **Additional Provisions.** To the extent permitted by law: (i) each party to the arbitration will pay its own costs and expenses (including attorney's fees) in connection with the arbitration, (ii) the arbitrator's fees and the administrative expenses of the arbitration will be paid equally by the parties thereto, and (iii) the arbitrator will not have the power to award punitive damages. The language of any arbitration conducted hereunder will be English except as otherwise agreed.

22.2.4. **Confidentiality.** Except as required by law, no party may disclose the existence, contents, or results of an arbitration brought in accordance with this Agreement, or the documents presented and evidence produced by its opposing parties, or any analysis or summaries derived from such evidence. Notwithstanding the foregoing, a party may share such information with its representatives that have a need to know and who are bound by obligations of confidentiality.

22.2.5. **Enforcement.** The award rendered by the arbitrator may be recognized and enforced by any court having jurisdiction, and any necessary applications may be made to such courts for judicial acceptance of the award and an order of enforcement. Such court proceedings will disclose only the minimum amount of information concerning the arbitration as is required to obtain such recognition, enforcement, acceptance or order.

22.3. **Excluded Disputes.** The provisions of Sections 22.1 through 22.2 will apply to Excluded Disputes upon mutual written agreement of the parties. In the absence of such agreement, claims in connection with Excluded Disputes may be instituted in any court of competent jurisdiction.

22.4. **Equitable Relief; Right to Termination.** Notwithstanding the terms of this Section 22, Sugar may seek immediate injunctive or other provisional relief in any court of competent jurisdiction, against or from any ongoing or impending injury or damage, which mediation or arbitration would not avoid and will at all times have the right to exercise any contractual right it may have to withhold the performance of its obligations and/or terminate this Agreement as permitted hereunder.

23. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, USA, excluding its conflicts of law provisions. The parties agree the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. If Sugar initiates a debt recovery action hereunder Partner will be responsible for reimbursing Sugar for all reasonable attorneys' fees and other related costs incurred in such action, which will not be limited by any statutory fee schedule. The parties hereby voluntarily waive a trial by jury.

24. **Cooperation.** If during the term of this Agreement, Sugar or Partner performs Services for a Customer who was formerly or at that time remains a Sugar Customer for Services or Products, Sugar and Partner agree not to undertake any action or communication with the Customer that either reflects poorly upon or disparages the other, or in any way denigrates Customer's relationship with Sugar or Partner. The parties hereto further agree that in any situation where the Customer and Sugar or Customer and Partner are in any type of dispute over Services or payment of fees, Partner and Sugar will wherever reasonably possible work together to assist in the resolution of such dispute and will not undertake any action or communication which makes resolution more difficult.

25. **Assignment.** Partner may not assign, license sub-license or otherwise transfer this Agreement or any rights under this Agreement, including without limitation an Internal Use Subscription, whether voluntarily or by operation of law, without Sugar's prior written consent. Without limiting the scope of the previous sentence any sale or transfer of assets, stock or any interest in Partner, or any merger, consolidation restructuring, or other business reorganization is considered a transfer covered by the previous sentence. Sugar may, in its sole discretion, require that Partner pay an additional fee as a condition of obtaining Sugar's consent to any such transfer. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Sugar may assign this Agreement upon written notice to Partner if the assignee agrees to be bound by Sugar's obligations hereunder.

26. **Non-Solicitation.** During the term of this Agreement and for a period of 2 years after its termination or expiration, Partner agrees that it will not Solicit any employee, consultant, or contractor of Sugar. Partner acknowledges that this restriction is reasonable and necessary to protect the legitimate business interests of Sugar, including the retention of key personnel and protection of confidential business relationships. A breach of this clause will entitle Sugar to seek injunctive relief, damages, and any other remedies available at law or equity.

27. General

27.1. **Headings.** Headings contained in this Agreement are for convenience only and are not part of this Agreement and do not in any way interpret, limit or amplify the scope, extent or intent of this Agreement or any of its provisions.

27.2. **Complete Agreement.** This Agreement, including any supplement, amendment or other addendum hereto, constitutes the entire agreement between the parties on the subject hereof and supersedes all other or contemporaneous agreements, negotiations, representations and proposals, written or oral. Each party acknowledges and agrees that in entering into this Agreement it is not relying on, and has no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person other than as expressly set out in this Agreement. For the avoidance of doubt, this Agreement hereby supersedes any other Master Channel Program Agreement, or similar agreement between the parties or their Affiliates. Notwithstanding the foregoing, this Agreement is not intended to replace or supersede any subcontract agreement between the parties respecting the provision of Services.

27.3. **Severability.** If any provision of this Agreement is deemed to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend this Agreement to give effect to the stricken provision to the maximum extent possible.

27.4. **Modifications and Waiver.** No modification of, or amendment or addition to this Agreement is valid or binding unless in writing and signed by both parties.

27.5. **Waiver.** All rights and remedies of the parties hereto are separate and cumulative. The waiver or failure of either party to exercise in any respect any right or remedy provided herein will not be deemed a waiver of any future right or remedy hereunder.

27.6. **Notices.** All notices and other communications between the parties must be in writing and given by (i) courier, (ii) first-class (or similar) registered or certified mail, postage prepaid, or (iii) email to the party's address specified in the Partner Membership Form, or to the address that a party has notified to be that party's address for the purposes of this Section. A notice given in accordance with this Section will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth business day following mailing.

27.7. **Force Majeure.** Neither party will be responsible or liable for its failure to timely perform under this Agreement (excluding payment obligations) when its failure results from any cause beyond its reasonable control.

27.8. **Relationship.** The parties are independent contractors. This Agreement does not create a joint venture or partnership between the parties, and no party is by virtue of this Agreement is authorized as an agent, employee or representative of the other party.

27.9. **Business Contact Information.** Partner will provide accurate and complete information on Partner's legal business name, address, email address and phone number, and maintain and promptly update this information if it should change. Partner agrees to allow, and is authorized to allow Partner and its Affiliates and service providers to store and use Partner's business contact information, including names, business phone numbers, and business e-mail addresses of Partner employees and contractors, anywhere they do business. Such information will be processed and used solely in connection with the parties' business relationship.

27.10. **Language** The English language version of this Agreement will control.

27.11. **Order of Precedence.** In the event of any conflict between any of the following documents: (i) this Sugar Partner Program Agreement, (ii) Program Guide, and (iii) Partner Membership Form; such documents will prevail in the preceding order.

28. Certain Definitions

28.1. **"Affiliate"** means any entity that directly or indirectly, Controls, is Controlled by, or is under common Control with the applicable entity.

28.2. **"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. Confidential Information includes, without limitation, this Agreement, the Program Guides and Product pricing made available by Sugar, the results of any benchmark and/or uptime testing related to the Products, and any commercial, financial, marketing, business, technical or other data, know-how or other information disclosed by or on behalf of Discloser. 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.

28.3. **"Control"** or **"Controlled"**, for purposes of the Affiliate definition, means direct or indirect ownership or control of more than 50% of the voting interest in the applicable entity.

28.4. **"Critical Control Software"** means functionality that reports the number of authorized subscription users and provides Sugar and Partner (where applicable) with the ability to receive and monitor certain Product usage information.

28.5. **"Customer"** means any person or entity who acquires Products from Sugar or Partner for its internal use and not for further distribution or resale.

28.6. **"Customer Agreement"** means the then current Sugar and/or third-party supplier agreement that is used to grant a right to the applicable Products to a Customer under this Agreement. Partner may not revise a Customer Agreement. Sugar's standard Customer

Agreement is available at <https://www.sugarcrm.com/legal/agreements/customers/> or such other website as designated by Sugar from time to time.

28.7. **“Development Tools”** means a comprehensive suite of tools, libraries, documentation, and APIs that Sugar may, at its sole option, disclose, deliver or otherwise make available to Partner, designed to enable Partner to efficiently integrate, customize, and extend the functionality of Products. Development Tools include essential resources such as code samples, testing environments, and technical support to streamline development processes and accelerate deployment.

28.8. **“Documentation”** means the standard user documentation applicable to the Products (such as a read-me or help file or other electronic, online or printed user guide).

28.9. **“Effective Date”** means the effective date as set forth in the Partner Membership Form.

28.10. **“Marks”** means the current and future company names, product names, marks, trademarks, logos, designs, trade dress and other designations or brands used by a party or its Affiliates.

28.11. **“Order”** means Sugar’s order form used by Partner to order Products.

28.12. **“Partner”** means the company specified as “Partner” in the Partner Membership Form.

28.13. **“Partner Membership Form”** means Sugar’s membership form issued to and signed by Partner and Sugar that enrolls Partner in the Program and identifies Partner’s partner designation.

28.14. **“Partner Portal”** means, collectively, the online resources provided by Sugar to Partner so that Partner may, among other things, process Orders. Partner Portal may be accessed by Partner at the following URL: <https://sugarclub.sugarcrm.com/partner-club/> or such other website as designated by Sugar from time to time.

28.15. **“Product(s)”** means any of the Sugar business application suite(s) (and any optional modules).

28.16. **“Program”** means Sugar’s partner program for resellers, system integrators, and referral partners.

28.17. **“Program Guide”** means Program information and rules of engagement located on the Partner Portal or as otherwise communicated by Sugar from time to time.

28.18. **“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/>).

28.19. **“Services”** means implementation, customization, consulting, development, and other professional services.

28.20. **“SaaS”** means Products are deployed by means of software-as-a-service hosted by Sugar.

28.21. **“Solicit”** means including, but not be limited to: (i) directly or indirectly solicit, induce or attempt to induce any employee, consultant, or contractor to terminate their relationship with Sugar; (ii) directly or indirectly solicit, hire, induce or attempt to induce, or recruit for their own benefit or the benefit of any other person, any employee, consultant, or contractor of Sugar; (iii) offering or discussing potential employment or engagement opportunities with such individuals, except in response to a general advertisement or solicitation not specifically directed at Sugar employees, consultants, or contractors; or (iv) assisting any third party in such solicitation or recruitment efforts.

28.22. **“Support Services”** means the support as stated in the Support Services and Upgrade Policy located at <https://sugarclub.sugarcrm.com/partner-club/> or such other website as designated by Sugar from time to time.

28.23. **“Territory”** means the geographic area(s) specified in the Partner Membership Form.

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