

# IT Nation Evolve Membership Agreement

THIS AGREEMENT (“Agreement”) is entered into by and between the undersigned (“Member”) and ConnectWise, Inc., (“ConnectWise”) with a principal place of business at 4110 George Road, Suite 200, Tampa, Florida 33634a Delaware corporation for Member’s participation in IT Nation Evolve (“IT Nation Evolve”). References herein to “IT Nation Evolve Members” include the Member as well as other Members of IT Nation Evolve.

## RECITALS

A. IT Nation Evolve offers a unique and proprietary collaborative peer group membership which includes but is not limited to: participation in regularly scheduled peer group meetings, sharing business practices intended to enhance operations of IT Nation Evolve Members, business networking, seminars, group conference calls, online meetings, webinars, product or service offerings, marketing, idea creation and other related activities (“Membership”).

B. Member desires to receive the benefits thereof, and subscribe to a Membership.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## Section 1

### MEMBER RESPONSIBILITIES

#### Term and Payment of Dues.

- 1. Term and Payment of Dues.** Member shall pay the Membership dues within 30 days of the due date on their signed proposal. This agreement shall renew automatically for one year terms, subject to annual adjustments in Membership dues, unless otherwise terminated as set forth herein.
- 2. Primary Member Contact and Attendee.** Member shall identify a primary contact person and a primary peer group attendee. The primary attendee shall be a principal owner or a person authorized to fulfill the peer group activities and commitments of Membership.
- 3. Member Attendance and Participation.** Member shall comply with the terms of the IT Nation Evolve Policy Guide. Unless there are extenuating circumstances, Member’s primary attendee shall attend and participate in good faith in all peer group meetings and activities reasonably required of members. A non-participation fee may be assessed for failing to participate in, prepare for or attend Membership activities or meetings, as set forth in the IT Nation Evolve Policy Guide. (View Policy Guide at <http://hub.htgpeergroups.com/resources/agreements>.)
- 4. Member Products and Services.** Member may market Member’s products and services to other IT Nation Evolve Members only after obtaining prior written approval of ConnectWise or by participating in applicable sponsorship programs.

## Section 2

### CONNECTWISE RESPONSIBILITIES

- 1. New Members.** ConnectWise shall assign IT Nation Evolve Members to a particular group based upon applicants’ attributes, peer group culture and fit, facilitator input, market density and conflict policy as specified in IT Nation Evolve Policy Guide.

- 2. Peer Group Meetings.** ConnectWise shall organize and facilitate the peer groups and related Membership activities as specified in IT Nation Evolve Policy Guide.

### Section 3

#### CONNECTWISE PROPRIETARY INFORMATION

**ConnectWise Information and Services.** All information, intellectual property, and services of any sort created by ConnectWise and used in the peer group (“ConnectWise Proprietary Information”) are for the benefit of IT Nation Evolve and its membership. ConnectWise retains all ownership rights over ConnectWise Proprietary Information. Member is granted a limited license for use in the Membership or in Member’s operations. Member shall not disclose ConnectWise Proprietary Information to third parties except those who have a need to know and who have undertaken a written obligation of confidentiality and limitation of use.

### Section 4

#### MEMBER PROPRIETARY INFORMATION

- 1. Disclosing of Information.** In the course of participating in the peer group, Member may disclose or exchange certain of its programs, systems, data, or other proprietary information (“Member’s Proprietary Information”). Member is not required to divulge Trade Secrets. All right, title, and interest in and to Member’s Proprietary Information remains with the disclosing Member. However, the voluntary disclosure of such information by Member shall be deemed as consent for ConnectWise and other IT Nation Evolve Members to use or share such information consistent with the IT Nation Evolve Policy Guide and this Agreement.
- 2. Use of Disclosed Information.** Member acknowledges Member’s Proprietary Information which is disclosed may be incorporated into the business operations of ConnectWise or other IT Nation Evolve Members. Member grants to ConnectWise the right to use, publish or present Member Proprietary Information or other information from surveys, benchmarking services, performance scorecards, vendor engagements or other sources.

Member shall not disclose, transfer, copy, or allow access to any other IT Nation Evolve Members’ Proprietary Information to or for any of Member’s employees or any third parties, except those who have a need to know and who have undertaken a written obligation of confidentiality and limitation of use. Member shall not disclose any other IT Nation Evolve Member’s Proprietary Information to any competitors of other IT Nation Evolve Members.

- 3. Protecting Confidential Information.** Any Member desiring Member’s Proprietary Information to remain confidential shall have the burden of identifying the information as such prior to disclosure to any other Member in the group. The obligations set forth in this Section shall survive the termination of this Agreement.
- 4. ConnectWise Permission to Take and Use Member Images and Likenesses.** Member authorizes ConnectWise (and its designees) to obtain and use Member’s name, likeness, photograph, images, voice, words, appearance, presentation and biographical data, in whole or in part, for its use without further compensation. ConnectWise has no obligation to make use any of the rights granted herein.

### Section 5

#### INVENTIONS

**New Inventions or Creations.** Any new product or service developed through collaborative efforts of IT Nation Evolve Members shall be reduced to a written agreement as soon as possible setting forth the

rights and obligations of collaborating IT Nation Evolve Members. If the collaborating IT Nation Evolve Members are unable to reach an agreement no further collaboration shall occur within the Membership, peer group or IT Nation Evolve meetings regarding such invention or creation. Any funding, marketing, or branding by ConnectWise of any product or service which results from collaboration of IT Nation Evolve Members shall be governed by a written agreement between ConnectWise and the collaborating IT Nation Evolve Members.

## Section 6

### NON-COMPETE AND NON-SOLICITATION RESTRICTIONS

- 1. Non-Compete.** Member shall not knowingly, directly or indirectly, compete with other HTG Members who are in the same peer group as the Member or ConnectWise, for the duration of such Member's participation with IT Nation Evolve and for a period of one (1) year thereafter. This Section shall not apply if there is a business relationship or outstanding proposal prior to Member entering into this agreement or upon mutual consent of the relevant parties.
- 2. Non-Solicitation.** Member agrees not to directly or indirectly solicit for employment any personnel of ConnectWise or other IT Nation Evolve Members in the same peer group during the term of this Agreement and for a period of one (1) year after the termination of the Member's participation.
- 3. Restrictions Survive Termination.** The provisions of this Section shall survive the termination of this Agreement. Each Member acknowledges that other IT Nation Evolve Members are intended third party beneficiaries of the provisions in this Section. Member also hereby agrees that in any dispute for a violation of this Section the prevailing Member shall be entitled to recover their attorney's fees and costs from the violating party.
- 4. Other Employees.** Additional employees of the Member who attend peer group meetings or Membership activities shall accept the conditions of this agreement and the IT Nation Evolve Policy Guide. (View Policy Guide at <http://hub.htgpeergroups.com/resources/agreements.>)

## Section 7

### SUSPENSION, REMOVAL AND TERMINATION

- 1. Suspension or Removal of Member.** In the event Member is not current with payment of its Membership dues or other fees applicable to the Membership, ConnectWise shall suspend the Member's participation in the Membership, including access to the IT Nation Evolve portal, file sharing and collaboration sites until payment is current.
- 2. Termination of Membership.** ConnectWise shall have the right to remove Member for failure to comply with this Agreement or the IT Nation Evolve Policy Guide. Such decision of ConnectWise is final. In the event Member is removed pursuant to this Agreement and the IT Nation Evolve Policy Guide the Membership is canceled, and this Agreement shall terminate immediately.
- 3. Voluntary Termination.** The Membership and this Agreement may be voluntarily terminated upon thirty days written notice given by either party to the other.
- 4. Fees Payable Upon Termination.** Member shall be liable for payment of all Membership dues and other fees due under this Agreement. Refunds may be given at the option of ConnectWise. Regardless of the reason for termination, the provisions herein relating to confidentiality, non-compete, non-solicitation, waiver and indemnification survive termination.
- 5. Access to Information and Survival.** Upon termination of this Agreement for any reason, Member shall cease to utilize all IT Nation Evolve portal, file sharing and collaboration sites, and any tools that may have been provided to the Member. Member may only retain such materials that are necessary to provide customer service and support for products and services which Member may have implemented

during Membership. Regardless of the reason for termination, the provisions herein relating to confidentiality, non-compete, non-solicitation, waiver and indemnification survive termination.

## Section 8

### LIABILITY AND NON-ENDORSEMENT

1. **Waiver.** Member waives any and all claims or causes of action it or anyone has or may have, against IT Nation Evolve, its Advisory Council, ConnectWise and their respective officers, employees, agents, facilitators, and managing member, vendors, consultants, speakers, and other IT Nation Evolve Members (collectively, for purposes of this Section, "IT Nation Evolve") and releases IT Nation Evolve for such claims and causes of action arising out of the Membership, including injury, damage, or death resulting from your participation in the Membership and arising out of Member's use of any information, services, products and/or advice provided by IT Nation Evolve or others.

Member does not waive any claims or causes of action against other IT Nation Evolve Members related to the improper, unapproved, and/or unauthorized use or disclosure of Member's Proprietary Information as set forth in this Agreement.

IT Nation Evolve's liability to Member in any event, claim, or cause of action is limited to the aggregate amount of all annual Membership dues paid to IT Nation Evolve by said Member under this Agreement.

IT NATION EVOLVE SHALL NOT BE LIABLE TO MEMBER, OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

2. **Indemnification.** Member agrees to indemnify, defend, and hold harmless IT Nation Evolve and all other IT Nation Evolve Members from and against all claims and causes of action brought by any third party arising out of the Membership and Member's use of information, services, products and/or advice obtained through or in any way related to the Member's participation in the Membership and/or IT Nation Evolve sponsored activities. Member shall pay all costs of defense incurred by IT Nation Evolve and other IT Nation Evolve Members, including attorneys' fees. Member shall indemnify IT Nation Evolve from and against any claims of Member's employees arising under the provisions herein regarding permission to use image and likeness. The provisions of this Section shall survive the termination of this Agreement.
3. **Non-Endorsement.** The products, services, opinions, advice and counsel of facilitators, vendors, consultants and/or speakers are provided as a convenience to and for informational purposes only for Members. Participation by facilitators, vendors, consultants and/or speakers in IT Nation Evolve events does not constitute an endorsement or an approval by IT Nation Evolve of any such products, services or opinions, advice or counsel. IT Nation Evolve bears no responsibility for the accuracy, legality or content of such facilitators, vendors, consultants and/or speakers.

## Section 9

### MISCELLANEOUS

1. **Compliance.** Each party will take all actions and to do all things necessary, proper, or advisable to consummate, make effective and comply with all of the terms of this Agreement.
2. **Governing Law.** This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without giving effect to any conflict of laws or principles. All parties specifically consent to the jurisdiction and venue of any state or federal court in Hillsborough County, Florida. In so doing, the parties waive any objection that venue in any such state or federal court is not convenient.

3. **Independent Parties.** The parties are and shall remain independent of one another. The parties intend to create a contractual relationship with one another. Nothing herein shall be deemed to cause this Agreement to create an agency, partnership or joint venture between the parties.
4. **Notices.** All notices and demands of any kind or nature shall be sent to the main office of the individual Member.
5. **Entire Agreement and Assignment.** This Agreement and applicable IT Nation Evolve Policy Guide constitute the entire agreement of the parties and supersedes all prior proposals, discussions, and communications, whether oral or in writing. No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the parties. This Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Member may not assign, transfer, or subcontract this Agreement or the Membership without the express written consent of ConnectWise.
6. **Peer Group Disputes.** Any disputes arising between Member and other IT Nation Evolve Members shall be resolved through the direction of ConnectWise. If requested by either party Member agrees to participate in an arbitration process whereby a committee of disinterested IT Nation Evolve Members will be formed to consider the dispute and reach a binding resolution. Member agrees to be bound by the resolution of ConnectWise or said arbitration process.
7. **Alternative Dispute Resolution and Attorney Fees.** With respect to any dispute arising between the parties of this Agreement, the parties shall first attempt to resolve said dispute through mediation. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
8. **Duly Authorized.** The parties hereby represent and warrant that this Agreement has been duly authorized and is a valid and binding obligation enforceable in accordance with its terms.
9. **Severance.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be effective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and to this end, the provisions hereof are severable.
10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same agreement. Electronic acceptance and facsimile signatures are valid as originals.
11. **Force Majeure.** If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, acts of government, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than one hundred eighty (180) days.
12. **Personal Provisions.** Where applicable, and specifically with respect to the provisions of Sections 4, 6, 7 and 8, including but not limited to Section 4, paragraph 4 ConnectWise Permission to Take and Use Member Images and Likenesses, the undersigned person individually grants said rights and agrees to be bound by the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives, on the date and year written on the signed proposal.

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**NOTE: This PDF version of the IT Nation Evolve Membership Agreement is for review only; there is no signature block provided.**

**To view the IT Nation Evolve Policy Guide please go to:  
<http://hub.htgpeergroups.com/resources/agreements>.**