Kaseya Trademark Guidelines

General Information

The name Kaseya is synonymous with high-quality software and services. Kaseya marks, logotypes, trade dress, web pages, screen shots, or other elements of Kaseya product or service packaging or marketing and Web sites or other distinctive features ("Branding") are extremely valuable because they represent the standards of excellence and consistent quality associated with Kaseya. As a result, we require that you have Kaseya's explicit written permission before using any Kaseya Branding. Branding can be used only pursuant to these Branding Guidelines and for the specific purposes for which Kaseya has given permission. If you are subject to an agreement with Kaseya that allows use of the Branding, you may do so in accordance with these Branding Guidelines and such agreement. Otherwise, you may not use the Branding without advance written permission from Kaseya legal counsel. Kaseya field offices or other personnel do not have this authority. To initiate consideration of your request for permission, please submit your request to: legal@kaseya.com.

Proper use of Kaseya Branding is important. Your use must not mislead consumers as to any Kaseya sponsorship, affiliation, or endorsement of your company, or of your products or services. Do not use any Kaseya Branding in such a manner that it appears Kaseya is legally associated with your company.

Guidelines for Proper Notice and Use

In all cases, these Guidelines for Proper Notice and Use must be followed:

- · Appropriate trademark symbols must be utilized in accordance with the list of current Kaseya trademarks. For the trademark symbol, the superscript or subscript mode is preferred, but if it is not available, use parentheses: (TM), (SM), or (R).
- To best serve its purpose, the trademark notice should always accompany the trademark's first and/or most prominent appearance in a document, program, packaging, etc. You need not use the notice each time the mark appears thereafter. Where portions of a document may be accessed out of sequence (e.g., a Web site), use the notice where the mark first appears in each portion.
- · Our trademarks are adjectives (brand names) modifying nouns (the generic product type). Please do not use our trademarks as nouns or verbs or in a way that suggests a common, descriptive, or generic meaning.
- · If "Kaseya" is used as the first part of a term that represents a Kaseya product, service or program (like Kaseya® architecture, Kaseya® online services, etc.) the ® symbol is also used. Note: the only time the ® symbol is not necessary after Kaseya is when Kaseya is used to refer to the company itself in text references.
- Do not pluralize our trademarks, hyphenate our trademarks, or render our trademarks possessive through use of an apostrophe.
- · Do not alter, shorten, abbreviate, create acronyms, edit, or modify Kaseya Branding, or combine or incorporate Kaseya Branding into other product names, service names, trademarks, logos, or company names.
- · Keep our Branding distinct from other text, images, or material and do not adopt marks, logos, slogans, or designs that are confusingly similar to our Branding.

- · Do not display Kaseya Branding as the most prominent element on your materials.
- · You may not register Kaseya Branding or any potentially confusing variation thereof as domain names and you may not use any Kaseya Branding or any potentially confusing variation thereof in the title of your Web site or as a second-level domain name.
- You may not display or use Kaseya Branding in a manner or in conjunction with any materials: that are misleading, unfair, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable; that violate any law, rule or regulation; or that contain or display adult content, promote gambling, or involve the sale of tobacco or alcohol.
- · You may not display or use the Kaseya Branding in connection with the transmission or distribution of unsolicited email.
- You may not manufacture, order, sell, or give away merchandise items that bear any Kaseya Branding.
- You may not use or imitate any Kaseya tagline.
- You may not imitate Kaseya Branding in any of your materials, including but not limited to advertising, product packaging, Web sites, and promotional materials.

Guidelines for Proper Attribution

In all cases, these Guidelines for Proper Attribution must be followed:

- · When you use our trademarks in any materials, you must include a brief statement attributing ownership of these trademarks to Kaseya.
- This attribution should identify each trademark used, attribute it to its proper owner by name, and indicate whether the trademark is registered. For example: "Kaseya® and the Kaseya logo are registered marks of Kaseya Limited in the United States and/or other countries worldwide."
- · Please note that the attribution need only identify our trademarks that you actually use in your material and thus may vary from the above example.

Guidelines for Logo Use

In addition to the other provisions in these guidelines, the guidelines in the following link Guidelines for Logo Use must be followed with respect to any use of Kaseya logos:

- The logo may not be displayed as a primary or prominent feature and the non-Kaseya logo(s), business name, product names, or other branding must be displayed in the primary and more prominent position.
- The logo must be used as provided by Kaseya with no changes, including but not limited to changes in the color, proportion, or design, or removal of any words, artwork, or trademark symbols. The logo may not be animated, morphed, or otherwise distorted in perspective or appearance and a reasonable clearance between the logo and other elements must be maintained.
- The logo must only appear in a horizontal position.
- The logo must stand alone and may not be combined with any other object, including but not limited to other logos, words, graphics, photos, slogans, numbers, design features, or symbols. The logo must never be used to represent the word "Kaseya" in text, including in a headline, product-name logotype, or body copy.
- The logo must not be incorporated or used in any manner as part of, or in close proximity to another company's name, domain name, product or service name, logo, trade dress, design, slogan, or other trademarks. The logo must never appear with any other symbol or icon (except the registered trademark symbol); contained within a box, circle, or other shape; or combined with any other name, logo, or icon to create a co-branded logo.

- The logo may not be imitated or used as a design feature in any manner and non-Kaseya materials should not mimic any Kaseya advertising, product packaging, or website design.
- The logo may not be used in a manner that would disparage Kaseya or its products or services.

Guidelines for Publications, Seminars, and Conferences

In addition to the other provisions set forth herein, these Guidelines for Publications, Seminars, and Conferences must be followed with respect to such items:

- The publication, seminar, or conference materials should relate to the specific Kaseya product, service, or technology referenced.
- Your name and logo should appear more prominently than the Kaseya word mark or Kaseya logo on all printed materials related to the magazine, periodical, seminar, or conference.
- A disclaimer of sponsorship, affiliation, or endorsement by Kaseya, similar to the example below, should be included on the publication and in all related printed materials: "(Title) is an independent (publication) and is not affiliated with, nor has it been authorized, sponsored, or otherwise approved by Kaseya."

Guidelines for Links

You may place a text link to a Kaseya Web page on your site if the text link is not a prominent feature on the site and is not used in a way that could confuse or mislead consumers. You may refer to the Kaseya company name or Kaseya product and service names in a plain text font and format, provided this use follows the general Kaseya Branding guidelines and you include appropriate wording such as "Click here for more information about Kaseya."

Additional Terms and Conditions

You agree to comply with the Kaseya Branding Guidelines. So long as you do so, and are subject to an agreement with Kaseya that allows use of the Branding or have been granted written permission by Kaseya's legal counsel, Kaseya grants you a non-transferable, non-exclusive, royalty-free limited license to use Kaseya's Branding for the purpose set forth in the agreement or the written approval from Kaseya's counsel. You agree to maintain the quality of the products, solutions and services you offer in relation to the Kaseya Branding at a level that meets or exceeds highly reputable providers in the industry. You agree to promptly correct any improper use of the Kaseya Branding upon receipt of notice from Kaseya.

Kaseya reserves the right in its sole discretion to terminate or modify your permission to display or use the Kaseya Branding at any time and for any reason. Kaseya further reserves the right to take action against any use that does not conform to these Branding Guidelines, the agreement or permission or that, infringes any Kaseya intellectual property or other right, or violates applicable law.

Except as set forth above, nothing herein grants or should be deemed to grant to you any right, title or interest in or to the Kaseya Branding. Your use of the Kaseya Branding will inure to the benefit of Kaseya. You agree not to challenge or assist others to challenge the Kaseya Branding (except to the extent such restriction is prohibited by applicable law), and you agree not to register or attempt to register any domain names, trademarks, trade names, or other distinctive Branding that are confusingly similar to those of Kaseya.

The Kaseya Branding are provided "as is" and Kaseya disclaims any warranties either expressed or implied by law regarding the Kaseya Branding, including warranties of non-infringement. In no event shall Kaseya be liable to you for the subject matter of these Branding Guidelines under any theory of liability including for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages arising out of these Branding Guidelines or the use of the Kaseya Branding. This limitation shall apply even if Kaseya was or should have been aware or advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy stated herein. Some jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may only apply to you to the maximum extent permitted by law.

Kaseya Trademarks, Service marks and Registrations

The following are some of the marks owned by Kaseya Limited:

- Kaseya name logo® (graphic only)
- Kaseya bug logo® (graphic only)
- Scorpion Software name logo™
- Kaseya® 365 Command™ services or software
- Kaseya® Automating IT™ tagline
- Kaseya® Anti-Virus™ software
- Kaseya® Audit & Inventory™ services
- Kaseya® AuthAnvil™ software or service
- Kaseya® AuthAnvil for Office 365™ feature
- Kaseya® AuthAnvil Two Factor Auth™ feature
- Kaseya® AuthAnvil Single Sign-On[™] feature
- Kaseya® AuthAnvil Password Server™ feature
- Kaseya® AuthAnvil Password Solutions™ software or service
- Kaseya® AuthAnvil The #1 Authentication Suite for IT Service Management™ tagline
- Kaseya® Automated Systems Management™ solution
- Kaseya® Automate™ services
- Kaseya® Availability Monitoring[™] services
- Kaseya® Backup & Disaster Recovery™ software or service
- Kaseya® BUDR™ software or service
- Kaseya® Certified Technician (KCT) certificate
- Kaseya® Certified Administrator (KCA) certificate
- Kaseya® Certified Service Desk Administrator (KCSDA) certificate
- Kaseya® Cloud™ feature
- Kaseya® Command™ services or software
- Kaseya® Community™
- Kaseya® Community Local Meetups™ user groups
- Kaseya® Connect™ user conference
- Kaseya® Connect EMEA™ user conference
- Kaseya® Consulting services
- Kaseya® Data Protection™ solution
- Kaseya® Deployment Quickstart™ services
- Kaseya® Desktop Migration™ services or software
- Kaseya® Desktop Policy Management™ services

- Kaseya® Desktop Policy Management™ software
- Kaseya® EMM™ software or service
- Kaseya® emPower Education™ services
- Kaseya® emPower Toolkit™ materials and services
- Kaseya® emPower™ services
- Kaseya® Endpoint Security™ software or service
- Kaseya® Enterprise Mobility Management[™] software or service
- Kaseya® FREE™ software or services
- Kaseya® G1™ software
- Kaseya® Get IT together™ tagline
- Kaseya® Green Computing™ solution and tagline
- Kaseya® Help Desk™ feature
- Kaseya® Help Desk™ solution
- Kaseya® Hosting™ service
- Kaseya® Info Center™ services
- Kaseya® IT Asset Management™ solution
- Kaseya® IT Automation™ Framework
- Kaseya® IT Automation™ Platform
- Kaseya® IT Center™ service
- Kaseya® IT Management Reporting™ solution
- Kaseya® IT Management Suite™ feature
- Kaseya® IT Security Management[™] solution
- Kaseya® IT Service Delivery Kit[™] services
- Kaseya® IT Toolkit™ service
- Kaseya® IT Workbench™ service
- Kaseya® Join the IT Management Cloud Revolution™ tagline
- Kaseya® Knowledge Base™ online education database
- Kaseya® Learning Center sales trial training
- Kaseya® Live Connect™ software or service
- Kaseya® MobileManage™ feature
- Kaseya® Monitoring™ services
- Kaseya® Network Monitoring™ feature
- Kaseya® NOC Assist™ services
- Kaseya® Our Automation. Your Liberation™ tagline
- Kaseya® Patch Management™ feature
- Kaseya® Patch Management™ services
- Kaseya® Patch Management™ solution
- Kaseya® Performance Monitoring™ solution
- Kaseya® Professional Quickstart™ services
- Kaseya® Regulatory Compliance™ solution
- Kaseya® Remote Control™ feature
- Kaseya® Remote Control™ services
- Kaseya® Remote Desktop Management™ feature
- Kaseya® Remote Support[™] feature
- Kaseya® Remote™ software or service
- Kaseya® Service Desk™ services
- Kaseya® Service Desk™ solution
- Kaseya® Service Portal™ feature
- Kaseya® Software Deployment™ feature

- Kaseya® Success Track™ services
- Kaseya® Success Tracks™ services
- Kaseya® Support TechJams™ services
- Kaseya® The IT Management Cloud Company™ tagline
- Kaseya® Traverse™ software or service
- Kaseya® Trouble Ticketing™ feature
- Kaseya® University™ solution or service
- Kaseya® Virtual Engineer™ service
- Kaseya® Virtual System Administrator™ software or service
- Kaseya® VSA™ software or service
- Kaseya® VSA LaunchPad™ software or service
- Kaseya® VSA Professional™ software or service
- Kaseya® WorkBrowser™ feature
- Kaseya® WorkDocs™ feature
- Kaseya®: The IT Automation Leader™ tagline