



MAINTENANCE POLICY

LAST UPDATED: JANUARY 1, 2014

Kaseya Maintenance Policy

Maintenance Description

A valid and current Maintenance Subscription entitles Customer to receive the following:

- Update Maintenance releases containing error corrections for the Kaseya Core Bundle and each Add-On Module licensed by Customer for which Customer has purchased a Maintenance Subscription (each a separate "Eligible Component").
- Upgrade releases for the Eligible Component. This may include error corrections, additions to or changes to functionality and/or new features.
- Technical Support for the Eligible Component as described in Kaseya's Support Policy.

As set forth in the Documentation, a Maintenance Subscription is required with the initial purchase of the Perpetual license of the Eligible Component and is then renewed on an annual Subscription basis, and all Maintenance and Upgrade releases released during the Maintenance Subscription Term are licensed on a perpetual basis.

Pricing and Business Terms

- **Subscription Term.** A Maintenance Subscription Term begins on the date of Customer's initial Perpetual license purchase of each Eligible Component, expires at the end of month in which the Eligible Component was purchased, twelve months following the initial purchase date, and automatically renews for annual periods thereafter. Each Eligible Component has a separate Maintenance Subscription Term beginning with initial license purchase of that component with all follow on license purchases of the same component merging into the Subscription Term for that component on a prorated basis.
- **Annual Maintenance Required at time of Perpetual license purchase.** Customer must purchase an annual Maintenance Subscription as a requirement of the initial Perpetual license purchase of the Eligible Component.
- **All or Nothing.** Customer must maintain an active Maintenance Subscription for all or none of the license purchases of the same Eligible Component.
- **Core Bundle Requirement.** Customer must maintain a valid Maintenance Subscription on the Kaseya Core Bundle for the Maintenance Subscription to be valid on any other Eligible Component. If the Core Bundle Maintenance Subscription expires or otherwise terminates during the Maintenance Subscription period for other Eligible Components, Maintenance on all non-Core Bundle Eligible Components will immediately terminate and Kaseya will be entitled to retain all amounts paid and shall be entitled to be paid all amounts due Kaseya for the entire Subscription Term of all non-Core Bundle Eligible Components as consideration for the pricing given herein and not as a penalty.
- **Cost Calculation.** For any Eligible Component licensed by Customer, the cost of the initial Maintenance Subscription for the Eligible Component is 20% of the then current list price of the Eligible Component.
- **Payment Options.** A Maintenance Subscription may be purchased with either paid-in-full Upfront or Installment pricing. In no event, however, will any Installment payment term exceed a Maintenance Subscription Term. Maintenance Subscriptions purchased with Installment pricing are not cancellable during the Maintenance Subscription Term.

- **Auto Renewal.** To prevent a lapse in coverage, the Maintenance Subscription will automatically renew for additional annual periods unless Customer expressly notifies Kaseya in writing at billing@kaseya.com of Customer's election not to renew its Maintenance Subscription at least thirty (30) days before the expiration of the current Maintenance Subscription Term.
- **Termination.** Upon any termination of a Maintenance Subscription for the applicable Eligible Component, either for non-renewal or non-payment, all access to Maintenance Services for such Eligible Component will immediately cease. If Customer fails to keep current on any payment for any Maintenance Subscription after notice from Kaseya, the Maintenance Subscription for all Maintenance Subscriptions on all Eligible Components may be terminated by Kaseya. Upon any termination of a Maintenance Subscription for a Kaseya Core Bundle, all access to Maintenance for ANY Eligible Component (either Kaseya Core Bundle or Kaseya Add-On Module) will immediately cease.
- **Reinstatement.** Customer may reinstate a Maintenance Subscription by providing Kaseya with a paid-in-full upfront payment of all Maintenance fees for the entire term of the lapsed Maintenance Subscription ("Retroactive Maintenance"), plus a reinstatement fee equal to 10% of such Retroactive Maintenance.
- **Access to Updates and Upgrades.** Although Kaseya strives to constantly improve its Software and Services, Kaseya does not guarantee new Software or Service update or upgrade releases during any specific Term or time. Kaseya will make commercially reasonable attempts to notify Customers with a current Maintenance Subscription of enhancements to Software or Services; however, the best way to learn of new releases is to periodically visit the Kaseya website at www.kaseya.com.

General Conditions and Pricing

- **Precedence.** This policy applies to all Eligible Components; provided that any conflict between this policy and the applicable Kaseya catalog will be governed in the following order of precedence: (1) the catalog if such catalog is issued after the effective date of this policy (January 1, 2014); (2) this policy; and (3) the catalog if such catalog is issued before the effective date of this policy (January 1, 2014).
- **Agreement.** The purchase and use of all Software and Services is subject to the Agreement as defined in Kaseya's "Click-Accept" EULA as updated from time to time by Kaseya at <http://www.kaseya.com/legal.aspx>. If Customer does not agree with the Agreement, please do not install, use or purchase any Software and Services from Kaseya. Continued use of the Software or Services indicates Customer's acceptance of the Agreement. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.