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   5. **“Hardware”** has the meaning set forth in Section 10.
   6. “**Licensee’s Customers**” has the meaning set forth in Section 2.
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10. **Term; Termination; Suspension.**
    1. Term. Licensee is bound for the entire Term of this Agreement.  “**Term**” is defined as the period of time beginning on the Effective Date and ending on the date set forth in the Order Form, or, if later, the expiration date of any SOW.  If the Order Form does not contain a termination date, the Term ends on the later of the three-year anniversary of the Effective Date and the expiration date of any SOW.  Except as otherwise specified in an Order Form, at the end of any Term, subscriptions will automatically renew for additional Terms equal to the length of the expiring Term unless either party gives the other party notice of non-renewal at least 30 days before the end of the relevant Term.  Except as otherwise specified in an Order Form, pricing during any automatic renewal Term will be the same as that during the immediately preceding Term plus an increase not to exceed five percent (5%) plus any increase in the Consumer Price Index published by the U.S. Bureau of Labor Statistics during the immediately prior year, in Kaseya’s sole discretion.
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    11. Force Majeure. Each party’s obligation (other than Licensee’s obligation to pay Fees when due) shall be suspended during any period that the party is rendered incapable of performing by virtue of any criminal acts of third parties, war, viruses, acts of public enemies, severe weather conditions, utility failures, strikes or other labor disturbances, fires, floods, other natural disasters, other acts of God, unforeseeable acts of employees, telecommunication or interruption of Internet service, or any causes of like or different kind beyond any reasonable control of the party.
    12. Waiver. The failure of either party to insist in any instance upon any payment or performance when due by the other party, shall not relieve such other party of any of its obligations with respect to such performance, or constitute a waiver of such party’s right to insist upon the full and timely performance in the future of any of the other party’s obligations under this Agreement.
    13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party.

The parties have caused this Agreement to duly authorized, executed and delivered as of the Effective Date.

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| **Licensee** | **Kaseya US LLC** |
| By: | By: |
| Name: | Name: |
| Title: | Title |
| Effective Date: | |