

Kaseya End User License Agreement (“EULA”)

IMPORTANT: PLEASE READ THIS EULA CAREFULLY AND PRINT IT OR GO TO [HTTP://WWW.KASEYA.COM/LEGAL.ASPX](http://www.kaseya.com/legal.aspx) TO OBTAIN A DOWNLOADABLE COPY OF THE CURRENT VERSION OF THIS EULA FOR YOUR RECORDS. WE ARE WILLING TO LICENSE THE SOFTWARE AND/OR PROVIDE THE SERVICES TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL THE TERMS CONTAINED IN THIS AGREEMENT THROUGH ONE OF THE METHODS DESCRIBED HEREIN. YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, ORDER, RECEIVE OR USE THE SOFTWARE OR SERVICES. THIS EULA AND THE DOCUMENTATION (AS DEFINED BELOW) (COLLECTIVELY, THE "AGREEMENT") IS BETWEEN THE KASEYA AFFILIATE THAT ACCEPTS THE ORDER FORM FOR THE APPLICABLE SOFTWARE OR SERVICE (“KASEYA,” “WE,” OR “US”) AND THE INDIVIDUAL OR LEGAL ENTITY DOWNLOADING, INSTALLING, ORDERING, RECEIVING OR USING KASEYA OR KASEYA-SUPPLIED SOFTWARE OR SERVICES, OR THAT CLICKS THE "ACCEPT" BUTTON OR CHECK BOX DISPLAYED AS PART OF THE PROCUREMENT, INSTALLATION, UPGRADE OR UPDATE PROCESS (“YOU,” OR “YOUR”). YOU MAY ENTER THIS AGREEMENT WITH MULTIPLE KASEYA ENTITIES WITH RESPECT TO DIFFERENT SOFTWARE AND SERVICE ORDERS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY.

1. DEFINITIONS: All capitalized terms have the meanings as defined in this Agreement. In addition, the following terms shall be defined as set forth below:

- 1.1. "Airtime Service" means wide-area wireless network services and any other network services (including cellular, wireless local area network, satellite services and Internet services) required for Your use of the service that enables communications between the Kaseya Handheld Software and the Kaseya Desktop Software.
- 1.2. "Airtime Service Provider" means the Airtime Services provider selected by You.
- 1.3. "Affiliate" means in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with that party from time to time. "Control" means that a party owns directly or indirectly more than 50% of the shares or equity instruments of the other party representing the right to vote on all or substantially all matters, including the election of directors.
- 1.4. "API" means the software application interfaces and workflow methods made generally available by Us to enable integration, implementation and interoperability with third party hardware and software.
- 1.5. "Authorized Machine" means a machine in the Territory on which the Software resides and which meets the license restrictions herein and the Documentation requirements and for which You have paid.
- 1.6. "Authorized User(s)" means any individual who is entitled to use the Software or access the Services, pursuant to the terms and conditions of this Agreement, including: (a) any of Your employees, consultants, Third-Party Clients or independent contractors; and (b) any third party who hosts the Software on Your behalf under a hosting agreement (e.g., IT outsourcer) and who has agreed in writing to abide by the terms of this Agreement.
- 1.7. "Confidential Information" means information that is: a) designated in writing as "confidential" at the time of disclosure, b) constitutes the trade secrets of a party; or c) comprises Kaseya's Software and/or its pricing. Notwithstanding the foregoing, Confidential Information does not include information that the receiving party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving party; (b) was rightfully in the receiving party's possession or known by it prior to receipt from the disclosing party; (c) is rightfully disclosed without restriction to the receiving party by a third party without violation of obligation to the disclosing party; or (d) is independently developed by the receiving party without use of the Confidential Information of the disclosing party.
- 1.8. "Customer Data" means any and all of Your data, information and materials that are uploaded by or for You or that are accessed by Us in connection with Your use or Our provision of the Software or Services, including Personal Information, but excluding Usage Data.

- 1.9. "Documentation" means any documentation Kaseya or Our authorized distributors make generally available to Our customers pertaining to the Software or Services, as may be updated or amended from time to time. Documentation also includes Kaseya's EULA and applicable Order Form(s) and SOW(s).
- 1.10. "Handheld Product" means any wireless mobile handheld communications device for which the Software has been designed, developed and made publicly available.
- 1.11. "Hosted Environment" means a Kaseya or third party owned computer system on which Kaseya Software is installed and made available for remote use by You or Your Third Party Clients.
- 1.12. "Kaseya Desktop Software" means the proprietary software that is transmitted, distributed or otherwise made available by Us for use on a personal computer or server, which among other things can be used to ensure that mobile devices are continually kept in compliance with various security and usage policies defined on the EMM server.
- 1.13. "Kaseya Entity(ies)" means Kaseya, its parent company and all Affiliates, officers, employees, consultants, and agents of Kaseya or of its parent company.
- 1.14. "Kaseya Handheld Software" means the proprietary software designed for use on an applicable Handheld Product that is transmitted, distributed or otherwise made available by or on Our behalf from time-to-time for use on a Handheld Product.
- 1.15. "Kaseya Server" means the centralized Kaseya Software platform that is required to enable other Software components to function.
- 1.16. "Kaseya Traverse Software" means Software that is manufactured by Kaseya Traverse, Inc.
- 1.17. "Marks" means any service marks, trademarks, logos, symbols, and names which are owned or licensed by a Kaseya Entity.
- 1.18. "Order Form(s)" or "Quote" means the form detailing an order which is incorporated into and becomes a part of this Agreement. Depending on the Software or Services ordered, the Order Form or Quote may be completed online or may be your invoice, billing statement or SOW.
- 1.19. "On Premise" means Software that is not deployed in a Hosted Environment.
- 1.20. "Personal Information" or "PI" means any information or data that can be used to identify or contact, You and/or Your Authorized Users or any third party.
- 1.21. "Restricted Territory" means any country subject to embargo or sanctions by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC").
- 1.22. "Service(s)" means (a) the Kaseya services set forth in the applicable Documentation and may include professional services, maintenance services and Software provided as a service in a Hosted Environment.
- 1.23. "Software" means Kaseya or Kaseya-distributed software in object code format, including any software provided by Kaseya as a Service, and the associated Documentation, but does not include any open source software which is subject to its own license.
- 1.24. "SOW(s)" means a mutually agreed and executed statement of work, work order, or other similar document which sets forth Services to be performed by Us.
- 1.25. "Territory" means the geographic region where Software and Services may be deployed and used as specified in the Order Form. If no Territory is specified in the Order Form or Quote, the Territory is world-wide.
- 1.26. "Third-Party Client" means a person or entity to whom You provide information technology services through use of the Software or Services where such services provided by You have sufficient added value so that in each case the Third-Party Client would not have otherwise purchased or acquired the Software or Services directly from Us.

- 1.27. "Third Party Materials" means software, interfaces, and firmware, licensed by Us from third parties and are incorporated into and distributed as a part of the Software.
- 1.28. "Updates" mean bug fixes, hot-fixes or other minor modifications to the Software which are not deemed by Us in Our sole discretion to be an Upgrade.
- 1.29. "Upgrades" mean any modifications to the Software or Services which are determined in Our sole discretion to provide enhanced functionality or performance, or that otherwise improve, add to, delete or otherwise materially modify any aspect of the Software or Services.
- 1.30. "Usage Data" means any non-Personal Information relating to or arising from the capabilities, problems, successes, statistics, diagnostics, inventory, composition, configuration, performance (or lack thereof) of: (a) the Software or Services; (b) Authorized Machines or any network to which an Authorized Machine is connected; or (c) any software or hardware loaded on, comprising, or used in connection with or otherwise related to any of the foregoing.
- 1.31. "Website" means <http://www.kaseya.com> and related micro-site(s), or Kaseya regional or in country websites.

2. LICENSE AND RIGHT TO ACCESS. Conditioned upon Your and/or your Third Party Client's acceptance and compliance with the terms and conditions of this Agreement, Kaseya grants to You and your Third Party Clients, during the Term, a nonexclusive and nontransferable license to download, install and use the Software and access the Services for which You have paid the required fees.

3. ACQUISITION MODELS. As set forth in the Documentation, We offer different acquisition models (sometimes in combination with each other), including the following:

- 3.1. **Perpetual.** Under this model We grant You a perpetual, non-revocable (except in the event of a material violation of this Agreement) license to the applicable On Premise Software.
- 3.2. **Subscription (On Premise or Hosted Environment).** Under this model, You are granted a license to access the applicable Software or Service during the Term either On Premise or in a Hosted Environment. You understand that portions of the Software (e.g. Agents, SDKs) may still be deployed on Your servers even if you are in a Hosted Environment.

4. RESTRICTIONS. You agree to the following restrictions:

- 4.1. **General.** You acknowledge that the Software and Services contain trade secrets of Kaseya or its suppliers or licensors. You agree not to disclose, provide, or otherwise make available trade secrets contained within the Software or Services in any form to any third party and you further agree to reasonably protect such trade secrets. You agree not to reverse engineer, decompile, disassemble, translate, observe, test the functioning of or attempt to learn the source code of the Software or Services (or any part thereof), except and only to the extent that such restriction is prohibited under applicable law. Unless expressly set forth in this Agreement, you may not use, copy, modify, combine, merge, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver, or otherwise transfer, directly or indirectly, the Software (in whole or in part) or any rights in the Services. You may not remove from the Software or Services, or alter or add, any Marks or copyright notices or other proprietary rights markings. You shall not: (a) create Internet "links" to the Software or Service or "frame" or "mirror" any Software or Service on any other machine; or (b) reverse engineer or access the Service or Software in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Software or Service, or (iii) copy any ideas, features, functions or graphics of the Software or Service. Your license to the Software and rights to the Services may terminate, without notice, in the event of a material breach by You under this Agreement.
- 4.2. **Authorized Machines.** Where applicable, the maximum number of Authorized Machines on which the Software may be installed and used is set forth in the Order Form. You may only install and use Kaseya Server Software on Authorized Machines owned by you or your Affiliates. You may install and use copies of other Kaseya Software on Authorized Machines owned by you or your Affiliates and on third-party Authorized Machines owned by your Third Party Clients. You agree that you will not make the Software or Services available or accessible for use by any other third person or entity other than your Affiliates or Your Third Party Clients, either by means of a Hosted Environment or otherwise. Subject to the foregoing limitations and except as otherwise set forth in the Documentation, a copy of any Kaseya Software may be

moved to a different Authorized Machine, provided You are only using the maximum number of copies of the Kaseya Software for which You are licensed.

- 4.3. **Named Users.** For Software licensed under the Named User model, Named User licenses cannot be shared among multiple individuals. You may re-assign a Named User license to a new user if the former Named User is terminated from employment or permanently assigned to a new job function not involving use of the Software.
- 4.4. **Territory.** You will be billed in the currency applicable to the Territory for the Software or Service. Kaseya has agreed to special pricing which might not otherwise be applicable outside the Territory. Therefore, if you deploy or use the Software or Services outside the Territory, you agree to pay Kaseya for the entire Term the list price applicable to such geographic region(s), including any amounts above the amount(s) otherwise paid.
- 4.5. **License Keys.** You understand and agree that the Software functionalities are enabled through the use of "license keys". For so long as you are not in breach or default with respect to any of your obligations to Us, We will provide you with all license keys necessary to enable normal use of the Software or Services that You have acquired. You agree that at any time We may disable or refuse to renew or replace license keys, rendering some or all aspects of the Software or Services unusable, to enforce Our rights hereunder.
- 4.6. **Automated Tracking.** You understand that the Software is programmed to track the number of deployed copies of the Software, Authorized Machines, users and other usage related data, and You consent to such operations. You at all times will enable, and will not hinder, impede, alter, prevent, or otherwise distort, the operation of such tracking and reporting functions.
- 4.7. **No Competitors.** You may not access or use the Software or Services if you are a competitor of Kaseya or if you are working in conjunction with or on behalf of a competitor. You may not use the Software or Services to deploy or transition to a competing product. In addition, You may not access or use the Software or Service for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.
- 4.8. **Overage.** In the event that You exceed the number of permitted licenses, You agree to pay additional license fees at list price for any overage. Where you are permitted in accordance with this Agreement to allow a third party or Affiliate to benefit from the Services and/or Software, you agree to ensure that all such use: (a) does not exceed your permitted use; (b) is controlled by you; and (c) is in accordance with the terms of this Agreement.
- 4.9. **Microsoft® Windows® Preinstallation Environment License (Windows PE).** This paragraph is applicable only to purchases of Kaseya's StorageCraft add-on products. We are a licensee under a license granted by Microsoft with respect to Microsoft Windows PE software. Under the Microsoft license: (a) Windows PE is limited to use as a boot, diagnostic, disaster recovery, set up, restoration, emergency services, installation, test/or configuration utilities program, and is not for use as a general purpose or fully functional operating system or as a substitute for a fully functional version of any operating system products; (b) Windows PE, contains a security feature that will cause the computer system to reboot without prior notification after 24 hours of continuous use and THIS TIME-OUT FEATURE WILL RESET EACH TIME THE COMPONENT CONTAINING THE WINDOWS PREINSTALLATION ENVIRONMENT IS RELAUNCHED; (c) liability related to the Microsoft Windows PE software is disclaimed in full and without condition; (d) Microsoft has no support obligations to You; (e) You are specifically prohibited from reverse engineering, decompiling, or disassembling Windows PE, except to the extent expressly permitted by applicable law; and (f) You are specifically informed that Windows PE is subject to U.S. export jurisdiction.
- 4.10. **Microsoft® SQL Server Database.** We are a licensee under a license granted by Microsoft Corporation with respect to the Microsoft SQL Server Database. Under the Microsoft license, by using the Kaseya Services in the Cloud, You agree to the Microsoft End User License Terms.
- 4.11. **Your Computer Systems and Airtime Services.** This paragraph is applicable only to purchases of Kaseya's Enterprise Mobility Management products. Except as the Parties expressly agree in writing, Kaseya has no responsibility for the selection, implementation, interoperability and performance of third party hardware (including Handheld Product(s)), software and services (including Internet connectivity, Apple Push Notification Services, Google SMS services and Airtime Services) used in association with the Service or the Software. A subscription for Airtime Services may be required to use certain Software and Services, and You must acquire this subscription through an Airtime Service Provider directly. You are responsible for ensuring that the hardware, software and services with which you choose to operate the Service and the Software meet

Kaseya's minimum requirements, including the processing speed, memory, client software and the availability of dedicated Internet access.

4.12. **Kaseya Traverse Software Restrictions.** This section applies to the license of the Kaseya Traverse software only.

4.12.1. *Third Party Materials.* Some Third Party Materials included in the Software may be subject to other terms and conditions, which are typically found in a "Read Me" or "About" file in the Software. If You do not agree to such terms, You agree not to use the Software or Third Party Materials.

4.12.2. *Managed Service Provider.* You may only offer services to third parties in connection with the Kaseya Traverse Software if you have purchased a "Managed Service Provider" ("MSP") license from Kaseya and Your license to the Kaseya Traverse Software is covered by an active maintenance and support contract. If you enter into a contract with an MSP to manage Your information technology resources, the MSP may only use the Kaseya Traverse Software for Your benefit and not for the benefit of another third party; and shall agree in a writing provided to Kaseya, to comply with the terms and conditions of this Agreement.

4.13. **Cloud Services and Software.** This section applies to the license of the Kaseya 365 Command only.

4.13.1. *Kaseya 365 Command.* To the extent applicable, You agree to allow Us to access Your Microsoft® Office 365 account for the sole purpose of performing Our obligations under this Agreement.

4.13.2. *Internal Use; Authorized Users.* Unless otherwise agreed with Kaseya, the Services and/or Software may only be used in connection with your own internal business purposes and that of your Affiliates. You agree: (a) to provide only Authorized Users with access to the Software and Services, such access to be only via the access method provided by Kaseya; (b) to ensure that your Authorized Users keep confidential and not share with any third party any "PIN", "ID" or similar password (if applicable) that it is used to facilitate your Authorized Users' access to the Services and/or Software; (c) to keep up-to-date records of the names of your Authorized Users and any passwords issued to or used by your Authorized Users; and (d) to contact Kaseya if updates to any list of Authorized Users provided to Kaseya are required, including when Authorized Users cease to be employed or engaged by you.

4.14 **Viruses.** You agree to use, and ensure that your Authorized Users use, due care and diligence to avoid introducing any software virus or other contaminant (including any bugs, worms, logic bombs, Trojan horses or any other self-propagating or other such program) that may infect or cause damage to the Software, the Services or Kaseya's systems, or otherwise disrupt the provision of the Services.

4.15 **Non Production License Restrictions.** Software may be provided to you under a non-production license. Such software may only be deployed in a non-production, laboratory environment and is provided "as is" and without warranty of any kind.

4.16 **Failover/Standby License Restrictions.** A "Warm Standby" license allows you to install but not run the Software on a backup server while the primary production software is running. A "Hot Standby" license allows you to install and run the Software on a backup server but not in a production environment even while the primary production software is running.

4.17 **API License Restrictions.** Kaseya may make APIs generally available for the Software. You may not use the APIs or incorporate the runtime component to develop a product or service that competes with those offered by Kaseya.

4.18 **Open Source Software License Restrictions.** We may provide some programs that are licensed (or sublicensed) under free or open source software licenses which, among other rights, may permit a user to copy, modify or redistribute certain programs, or portions thereof, and have access to the source code. The terms and conditions related to such programs may be found at: <http://www.kaseya.com/legal/open-source>. For any such programs covered under these licenses, the source code will be provided to you upon your request.

4.19 **Third Party Clients and Responsibility for Accounts Generally.** If You provide services to Third Party Clients as an MSP or otherwise, You are responsible for ensuring that those Third Party Clients agree to and comply with this Agreement. You agree: (a) that you shall only permit Authorized Users to access the Software or Services via the access method provided by Kaseya; (b) that the security of accounts and of any networks or systems utilized by You or your Third Party Clients is solely your responsibility, including maintaining the secrecy and security of passwords; (c) that data will be lost and irretrievable without passwords; (d) that You are fully responsible

for all activities that occur on your accounts, regardless of whether such activities are undertaken by You or a third party.

4.20 **General Restrictions.** You agree: (a) that if you believe that the security of your account, network, or system has been compromised in any way, you will notify Kaseya immediately both by email and telephone; (b) not to interfere with the proper operation of any network or system utilized by Us including any systems reachable through the Internet (e.g. defeating identification procedures, or obtaining access beyond that which you and Third-Party Clients are authorized) ; and (c) not to use the Software or Services or knowingly to permit any Third-Party Client to use the Software or Services for or in connection with any illegal or improper purpose or activities or in violation of this Agreement.

5. CHARGES AND PAYMENT.

5.1. **General Requirement.** You agree to pay Us the applicable amounts when due in accordance with the Documentation for the entire Term, regardless of whether such Software or Services are actively used. You agree to be responsible for payment for all activity by third parties who access or use the Software or Services through You or on Your account regardless of whether such activity was authorized by You. Except as otherwise set forth in this Agreement, all payment obligations are non-cancelable and all amounts paid are nonrefundable and nonconvertible. This Section 5 and all of its subsections apply in all situations in which you directly pay Kaseya. If you pay a company other than Kaseya, then the charges and billing terms may be stated by the other company to the extent different then set forth herein. You are responsible for all incidental charges related to using the Software or Services such as charges for Internet access, third party software licenses text messaging, or other data transmission. All pricing terms are Confidential Information of Kaseya.

5.2. **Late Payments.** We may assess a late charge in the amount of the lesser of 1.5% for any unpaid amount each month or the maximum rate that is permitted by law. You agree to pay for all reasonable costs we incur to collect any past due amounts which costs may include reasonable attorneys' fees Any Kaseya Entity may suspend, cancel or otherwise terminate your rights in whole or in part if you fail to pay in full on time any Software or Service purchased from any Kaseya Entity.

5.3. **Subscription Changes.** Kaseya may from time to time either increase or decrease the fee(s) for all or any portion of the Software or Services purchased on a Subscription basis. Any such adjustment shall become effective at the expiration of the current Term. If you do not wish to pay the adjusted fees, you may elect to terminate the Software or Service at the expiration of the current Term. If you add Subscription Software or Services in the middle of a billing period, you will be charged on a pro-rated basis for the additional Subscription Software or Services and such additions will be coterminous with the then current Term.

5.4. **Payment method; Credit Card Authorization.** Until all amounts due have been paid in full, you authorize Us to charge any credit card provided by You, all amounts due under this Agreement. You agree to keep your payment information current at all times. If the card cannot be verified, is invalid, is over-limit or is not otherwise acceptable, the Software or Services may be suspended or cancelled by Us without notice and We may generate invoices for payment. All prices are given and must be paid in the currency listed.

5.5. **Taxes.** Prices are exclusive of all taxes, fees, levies, duties or similar charges arising out of or relating to this Agreement, and You are responsible for such payments, excluding taxes based solely on Kaseya's income.

5.6. **Conversion of Trial Period Offers.** If you are participating in any trial period offer, you must cancel the service by the end of the trial period or you agree to be charged at standard rates.

5.7. **Invoices; Errors.** We may invoice You electronically or by paper invoice **YOU MUST NOTIFY US IN WRITING WITHIN NINETY (90) DAYS AFTER RECEIPT, OF ANY BILLING ERRORS ON YOUR INVOICE** If you do not notify Us within this time, We will not be required to correct the error and/or make adjustments to Your account and You waive any claim with respect to such invoice.

5.8. **Sale and Risk of Loss.** The parties acknowledge and agree that the sale, passage of beneficial ownership all negotiations, and consummation of this Agreement occur in the Territory.

6. TERM AND TERMINATION.

6.1. **Term and Auto-Renewal.**

- 6.1.1. Under the Perpetual model, this Agreement and the rights granted herein shall remain effective in perpetuity unless terminated as set forth in this Agreement.
- 6.1.2. Under the Subscription model, the initial term shall be as set forth in the Documentation. Upon the expiration of the initial term, the Subscription will automatically renew for successive renewal terms equal in duration to the initial term at Kaseya's then current fees. Either party may terminate any Subscription effective upon the expiration of the then current term by notifying the other party in writing at least thirty (30) but not more than sixty (60) days prior to the expiration date of the current term or, for monthly Subscriptions, at least five (5) business days prior to the expiration date of the current term. With respect to each Software or Service item, the current term shall be referred to as the "Term" herein.
- 6.1.3. Support and Maintenance. Your Maintenance Subscription will automatically renew for additional annual periods unless You expressly notify Us in writing at billing@kaseya.com of Your election not to renew at least thirty (30) days before the expiration of the current Term. Regardless of payment method, You may not terminate Your Maintenance Subscription prior to the expiration date of the current term as set forth above. Any attempt to do so will be a breach of this Agreement.
- 6.2. **Termination.** In addition to the rights otherwise set forth in this Agreement, either party may terminate this Agreement and the rights granted therein with respect to the affected Software or Services upon written notice in the event of material breach of this Agreement by the other party or a breach Your obligations to any Kaseya Entity, provided that if the breach is curable, the termination shall be effective only if the breach is not cured within ten (10) days following receipt of such notice. Any free, trial, or Pre-Release Software or Services may be terminated by either party at any time with or without notice to the other.
- 6.3. **Effect of Termination.** In the event of termination, cancellation, or expiration: (a) your rights to the Software or the Services shall immediately terminate; (b) You shall destroy and certify to the destruction of all copies of Software and Documentation in Your possession or under Your control; (c) except where You terminate for Kaseya's breach, You agree to pay and will pay any future undisputed payments due for the remainder of this Agreement, as applicable, as consideration for pricing and other consideration and as a fair approximation of damages and not as a penalty.
- 6.4. **Service Suspensions.** In addition to our rights to terminate or suspend Services to you, you acknowledge that we shall be entitled, to suspend access to any portion or all of the Services at any time (i) for scheduled downtime, (ii) in the event of a denial of service attack or other attack on the Service or other event that we determine, in our sole discretion, may create a risk if the Service were not suspended, (iii) in the event that we determine that is necessary or prudent to do so for legal or regulatory reasons, (iv) Your usage is in excess of average customer usage parameters and such usage by You is or may adversely affect the performance or availability of the Services, Kaseya's infrastructure or resources, or Kaseya's other customers, (v) if you violate any of the terms or conditions in this Agreement; or (vi) in the event of any unauthorized use of the Services and/or Software by you or an Authorized User(all of the foregoing collectively referred to as "Service Suspensions"). Except as may be set forth in an applicable service level agreement, the Kaseya Entities shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension. To the extent we are able; we will endeavor to provide you notice of any Service Suspension, but shall have no liability for the manner in which we may do so or if we fail to do so; it being further understood that Kaseya may take any mitigating action without liability or notice to you in response to the situations described in (ii)-(vi) above.

7. CUSTOMER DATA

7.1. **Account Information and Customer Data.**

- 7.1.1. You hereby grant to Us a nonexclusive, worldwide, royalty-free, fully-paid, transferable license to host, cache, record, copy, view, and display Customer Data for the purpose of providing the Software or Services including: (a) internal use by any Kaseya Entity(ies); (b) any purpose related to the billing, activation, provision, maintenance, Upgrades, Updates, deactivation and/or use of the Service or the Software and/or related products and/or services; (c) any purposes permitted by any applicable law. You understand, acknowledge and agree that Customer Data may be stored, transferred and processed in any country in which a Kaseya Entity(ies) is located. You consent to any such storage, transfer and processing of PI outside of Your country in accordance with the Privacy Statement and applicable privacy laws. Except as

set forth in this Agreement, as between You and Us, You retain all right, title, and interest in and to Customer Data.

7.1.2. You, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use Customer Data, and You agree that, except for Kaseya's gross negligence or willful misconduct, We shall not be responsible or liable for the unauthorized access to, alteration of, or deletion, correction, destruction, corruption, damage, loss or failure to secure or store Customer Data. You acknowledge that you bear sole responsibility for adequately backing up Your Customer Data. We strongly encourage You, where available and appropriate, to (a) use encryption technology and passwords to protect Customer Data from unauthorized access, and (b) routinely archive Customer Data. Kaseya reserves the right to refuse to post or to remove any information or materials, in whole or in part, that Kaseya believes in good faith to be unacceptable, undesirable, or in violation of this Agreement.

7.1.3. Except for a termination for cause by Kaseya, for 30 (thirty) days after termination of the applicable Term, Kaseya will continue to make available to you Customer Data or other reports that are normally made available through the Software or Service. Other than as set forth in the preceding sentence, Kaseya has no obligation to provide any information (including Customer Data) to you in any specific format. Kaseya reserves the right to withhold, remove and/or discard Customer Data or other reports without notice for any breach, including, your non-payment.

7.2. **Representations and Warranties about Customer Data.** You represent, warrant and covenant that: (a) you are the owner or authorized licensee of Customer Data and have the right to grant the rights set forth herein; (b) You warrant that You have obtained all consents necessary under applicable law to disclose Customer Data to any Kaseya Entity; and (b) you will not publish, post, upload, record, or otherwise distribute or transmit any data or other material that: (i) infringes or would infringe any copyright, patent, trademark, trade secret or other proprietary right of any party, or any rights of publicity or privacy of any party; (ii) violates any law, statute, ordinance, or regulation; (iii) is inappropriate, profane, defamatory, libelous, obscene, indecent, threatening, harassing, or otherwise unlawful; (iv) is harmful to minors or otherwise pornographic; (v) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Personal Information, or property of another; (vi) is materially false, misleading, or inaccurate; and/or (vii) contains information for which you do not have the right to permit Us to collect and process as set forth in the Privacy Statement.

7.3. **Submissions.** You may submit questions or comments to Kaseya from time to time. Kaseya reserves the right to edit and post such questions or comments along with answers, if any. All such communications and any comments, feedback, suggestions, scripts, software, ideas, and other submissions related to the Software and/or Services submitted to Kaseya (collectively, "Submissions") will be and remain Kaseya's property, and all worldwide right, title, and interest in all copyrights and other intellectual property in all Submissions are hereby assigned (and in the future deemed to be assigned) by you to Kaseya.

8. **TRIAL AND PRE-RELEASE SOFTWARE AND SERVICES.** You acknowledge and agree that any Pre-Release Software and Services (defined as any Software or Services that are not generally released to the public for purchase) may not be at the level of performance or compatibility of a final, generally available Software or Service offering. Furthermore, you understand that, for promotional purposes, from time to time, Kaseya may enable new functionality for a trial period to show you what is available or new in the Software and Services, and you agree to accept these new functionalities on a trial basis as they are provided to you. Pre-Release Software or Services may not operate correctly and may be substantially modified prior to commercial shipment, or withdrawn in whole or in part. During the term of this Agreement, if requested by Kaseya, you will provide feedback to Kaseya regarding testing and use of the Pre-Release Software or Services, including error or bug reports. If you have been provided the Pre-Release Software or Services pursuant to a separate written agreement, your use of the Pre-Release Software or Services is also governed by such agreement. Upon receipt of a later unreleased version of the Pre-Release Software or Services or release by Kaseya of a publicly released commercial version of the Pre-Release Software or Services, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all copies of earlier Pre-Release Software or Services received from Kaseya and to abide by the terms of the applicable user agreement for any such later versions of the Pre-Release Software or Services. You hereby agree that the features and functions of Pre-Release Software or Services are confidential, and you will not disclose any such features and functions until such time as the Pre-Release Software or Services are publicly available. All Pre-Release and Software and Services offered on a trial basis are provided "AS IS" without warranty of any

kind. The entire risk arising out of the use or performance of Pre-Release or trial Software or Services remains with you. In no event shall any of the Kaseya Entities be liable for any damage whatsoever arising out of or related to any Pre-Release or trial Software, Services even if Kaseya has been advised of the possibility of such damages and your sole and exclusive remedy will be to terminate use of the Pre-Release or trial Software or Service.

9. KASEYA INTELLECTUAL PROPERTY. You acknowledge that Kaseya: (a) is the exclusive owner of all Marks and sole beneficiary of the goodwill associated therewith, inventions, copyrights, trade secrets, patents, know-how and other proprietary rights relating to the Kaseya Software and Services; and (b) is the exclusive owner of any Usage Data. If you meet the criteria available at <http://www.kaseya.com/Legal/Trademark-Guidelines.aspx> and Kaseya has not informed you otherwise, during the Term, we grant to you a revocable at any time non-exclusive, non-transferable, limited, royalty-free license to use the applicable Marks. You agree that: (a) you will not acquire any right, title or interest in the Marks; and (b) you will not register, adopt or use any name, trademark, domain name or other designation that includes all or part of any Mark, or any term that is confusingly similar to a Mark, or a translation of a Mark, and (c) you will not direct, re-direct, or cause to be directed or re-directed communications network traffic to any network address associated with you or with any other third party; or list or cause to be listed any Internet website associated with you or with any third party in response to a keyword search.

10. CONFIDENTIALITY.

- 10.1. Each party agrees to hold the other party's Confidential Information in confidence and not to use it for any purpose other than to provide or receive the Software and Services under this Agreement as applicable. Each party agrees to use the same standard of care to protect Confidential Information as it uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. The terms of this Agreement constitute Confidential Information.
- 10.2. Confidential Information of the other party may only be disclosed to those Affiliates, employees, contractors and advisors of you or of the Kaseya Entities, as applicable, on a need-to-know basis and who agree to be bound by confidentiality restrictions at least as restrictive as those contained in this Agreement; provided, that nothing shall prevent or prohibit a party from using or disclosing Confidential Information as may be required by law, rule, regulation or legal process.
- 10.3. Confidential Information remains at all times the property of the disclosing party. Unless otherwise explicitly set forth herein, no licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied with respect to Confidential Information.

11. LIMITED WARRANTY; DISCLAIMER; INTERNET DELAYS; EXCLUSIONS; LIMITATIONS.

- 11.1. **Limited Warranty.** Kaseya warrants that the Software when shipped or transmitted to you will operate substantially in accordance with the Documentation for a period of ninety (90) days from delivery to you. Any Software instance provided as a Service by Kaseya in a Hosted Environment will operate substantially in accordance with the Documentation for the full term of this Agreement. Your sole and exclusive remedy and the entire liability of Kaseya under this limited warranty will be, at Kaseya's option, to repair, replace, or refund of the purchase price of the affected Software or Service (or if the Software or Service provides the functionality intended by Kaseya and the error is in the Documentation Kaseya will promptly correct the Documentation), provided that any material error or defect in the Software is reported to Kaseya within the limited ninety (90) day warranty period and that any material error or defect in the Services is reported to Kaseya promptly. This warranty does not apply with regard to any Software or Service if the Software or Service, or any other equipment upon which the Software is authorized to be used: (a) has been altered, except by Kaseya or its authorized representative; (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Kaseya; (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (d) is licensed for beta, evaluation, testing or demonstration purposes; or (e) is Software or equipment for which Kaseya does not receive a license fee. Kaseya warrants that the Services shall be performed in a professional and workmanlike manner in accordance with industry standards.
- 11.2. **Disclaimer Of Warranties.** EXCEPT AS SET FORTH IN THE PRECEDING SECTION, ALL SOFTWARE AND SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", AND "WITH ALL

FAULTS” AND WITHOUT ANY WARRANTY. ALL THE KASEYA ENTITIES HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, ENJOYMENT, TITLE AGAINST INTERFERENCE, OR NON-NEGLIGENT PERFORMANCE. THE FOREGOING DISCLAIMERS INCLUDE, WITHOUT LIMITATION, ANY WARRANTY, DUTY, OR CONDITION THAT: THE SOFTWARE OR SERVICES WILL BE SECURE, ERROR-FREE, VIRUS-FREE, OR CORRESPOND TO ANY CONDITION; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SOFTWARE, SERVICES, ANY CONTENT, SYSTEMS OR SERVERS WILL BE FREE FROM HARMFUL ASPECTS.

- 11.3. **Internet and Fault Tolerance.** KASEYA ENTITIES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, SECURITY BREACHES OR OTHER DAMAGE RESULTING FROM PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE SOFTWARE AND SERVICES CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, WARRANTED, OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, DIRECT LIFE-SUPPORT MACHINES, OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, PROPERTY OR ENVIRONMENTAL DAMAGE.
- 11.4. **Exclusion of Certain Damages.** NEITHER PARTY SHALL BE ENTITLED TO ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES; DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, OR FOR NEGLIGENCE OR NEGLIGENT MISREPRESENTATION; AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER EXCEPT AS DESCRIBED BELOW. THE FOREGOING DAMAGES WILL BE EXCLUDED EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, AND/OR BREACH OF CONTRACT, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THESE EXCLUSIONS AND THE BELOW LIMITATION ON LIABILITY WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 11.5. **Limitation of Liability.** YOU AGREE THAT ALL DAMAGES ARE EXCLUDED EXCEPT FOR: (A) DAMAGES THAT ARE REQUIRED BY LAW TO BE PAID; (B) DAMAGES WHICH CANNOT BE LIMITED BY CONTRACT; AND (C) DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY YOU. IN NO EVENT SHALL YOU BE ENTITLED TO DAMAGES EXCEEDING THE GREATER OF THE PRICE THAT YOU ACTUALLY PAID OR IS PAYABLE FOR THE AFFECTED SOFTWARE OR SERVICES DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM REGARDLESS OF THE FORM OF ACTION OR CLAIM (E.G., CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, FRAUD, OR OTHER LEGAL THEORY) AND ONE HUNDRED DOLLAR (US\$100.00).
- 11.6. **Allocation of Risk.** The parties acknowledge and agree that they have entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an informed and voluntary allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and are an essential basis of the bargain between the parties and apply to risks both known and unknown that may exist in connection with this Agreement.

12. **THIRD-PARTY INFRINGEMENT CLAIMS.** Kaseya will defend, at Kaseya’s expense, any lawsuit brought against you in any United States court, insofar (but only insofar) as the suit is based on a claim that the Software, as provided by Kaseya to you, directly infringes any third party United States patent or copyright, provided that: (a) Kaseya is notified in writing of the lawsuit within thirty (30) days after you obtain actual knowledge of it, (b) Kaseya is given full

control over the defense of such claims, and (c) You give Kaseya reasonable assistance and cooperation in its defense of the claim. If your use of the Software is determined in a final, enforceable judgment to infringe a third-party patent or copyright, Kaseya, at its own expense and sole option, shall either (x) procure for you the right to continue using the Software, or (y) modify the Software so that it becomes non-infringing but continues to provide materially comparable performance, or (z) in the event that neither of the foregoing options are reasonably available to Kaseya, terminate this Agreement with respect to the infringing Software (and/or any related Services) and provide a pro rata refund of any prepaid amounts for the remainder of the Term. In the case of Perpetual Software, Kaseya will provide a refund to you an amount equal to the amount actually paid by you for the affected Software, multiplied by a factor the numerator of which is 1095 minus the number of days during which your license to use the Software was effective and the denominator of which is 1095. Notwithstanding anything to the contrary in this Agreement, Kaseya will have no obligation to you with respect to any third-party claim of infringement that results from (i) any use by you of the Software in violation of this Agreement, (ii) any damage to, or misapplication or misuse of the Software by you; (iii) your combination of all or any portion of the Software with software or hardware not supplied by Kaseya; (iv) your use of any superseded, altered, or allegedly infringing version or release of all or any portion of the Software if such alleged infringement could be avoided by the use of a different version or Upgrade made available to you by Kaseya; or (v) any information, design, specification, instruction, software, data, hardware or material not furnished by Kaseya. You agree to defend, indemnify and hold harmless the Kaseya Entities against any claims of infringement by third parties resulting from any of the circumstances listed in the immediately preceding sentence. The foregoing states Kaseya's entire responsibility with respect to intellectual property claims and your sole and exclusive remedy.

13. **INDEMNITY.** You agree to defend, indemnify, and hold harmless each of the Kaseya Entities from and against any and all claims, liabilities, damages, and/or costs (including attorneys' and expert witness fees, costs and other expenses) arising out of or related to: (a) any actual or alleged violation of this Agreement or applicable law, rule or regulation by you or any person accessing or using the Software or Services by or through you (including Third Party Clients); (b) any actual or alleged infringement or violation by you or any person accessing or using the Software or Services by or through you, of any intellectual property or privacy or other right of any person or entity (including Third Party Clients); (c) any claims by Third Party Clients (except claims of infringement by Kaseya), or arising out of or relating to your relationship with any Third Party Client; or (d) Customer Data.

14. **MISCELLANEOUS.**

14.1. **Independent Contractor.** The relationship between Kaseya and you is that of independent contractors, and nothing contained in this Agreement shall be construed to: (a) give either party the power to direct and control the day-to-day activities of the other; (b) constitute the parties as partners, joint venturers, co-owners, agents, employer and employee, franchisor and franchisee or otherwise; or (c) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. All financial and other obligations associated with each party's business are the sole responsibility of such party. You represent and warrant that you: (x) will not make any representation, warranties, or guarantees on behalf of Kaseya, and (y) will not disparage Kaseya in any manner or otherwise harm Kaseya's business or reputation.

14.2. **Choice of Law and Waiver.** This Agreement shall be governed by New York law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Software or Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Manhattan, New York. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement of recognition of any award or order in any appropriate jurisdiction. In addition, the parties agree that they may only bring claims against the other in their individual capacities and not as a plaintiff, class representative or member in any purported class or representative proceeding. The parties hereby agree that each is waiving all respective rights to a trial by jury regarding any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Software or Services. Any claim by either party arising out of or related to this Agreement must be brought no later than two (2) years after it has accrued. If Kaseya commences litigation in connection with this Agreement, it will be entitled to recover its reasonable attorneys' fees, costs and other expenses.

- 14.3. **Assignment.** No party may assign this Agreement, or any rights or obligations hereunder, whether by contract, operation of law, or otherwise without the express written consent of the other party to this Agreement, except: (a) in the case of Kaseya, Kaseya may assign this Agreement without your prior consent to: (i) one or more of the Kaseya Entities, (ii) an acquirer of assets, or (iii) a successor by merger; and (b) in the case of you, you may assign all of your rights in connection with a sale of all or substantially all of your assets or in connection with a merger or other third-party acquisition of all or substantially all of your business in which the Software or the Services are used, and then only if (i) you retain no further rights under this Agreement, (ii) your assignee or transferee expressly agrees in writing to assume all of your obligations under this Agreement, (iii) your assignee or transferee is no less capable of performing this Agreement than are you; and (iv) the assignee is not a competitor of any Kaseya Entity as determined in Kaseya's sole discretion. Notwithstanding the foregoing, any actual or proposed assignment to a competitor of Kaseya or change in control that results or would result in a competitor of Kaseya directly or indirectly owning or controlling 50% or more of you, shall entitle Kaseya to terminate this Agreement immediately without cause. Any purported assignment in violation of this section shall be void.
- 14.4. **Force Majeure.** Kaseya's performance of this Agreement (including the Privacy Statement) is subject to existing laws and legal process, and you agree that Kaseya may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term of this Agreement. Each party's obligation (other than your 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.
- 14.5. **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 its any of 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.
- 14.6. **Severability.** If any of the provisions of this Agreement are held by a court of competent jurisdiction to be unenforceable by reason of being excessively broad, narrow or limited, in its scope or duration, the offending provision(s) automatically shall be deemed amended so as to be as broad as is permissible (if the unenforceability is due to excessive breadth) or as narrow or limited (if the unenforceability is due to excessive narrowness or limitation) as is permitted by applicable law. The unenforceability or invalidity of any one provision shall not affect the remainder of this Agreement, which shall continue in full force and effect.
- 14.7. **Verifying Compliance.** You grant to Kaseya the right to monitor usage by all Authorized Users and to audit your books, records and accounts, at Kaseya's expense, during your normal business hours to verify compliance with this Agreement, and you agree to make available to Kaseya or its representatives any records pertaining to this Agreement. If any audit reveals that any additional fees are owed in excess of five percent (5%) of the total license fees paid during the audited time period, then such fees owed will be paid immediately and the cost of such audit shall be reimbursed by you. If any password has been provided to an individual that is not an Authorized User, you agree to disable any such passwords without delay and to notify Kaseya immediately.
- 14.8. **Interpretation.** In this EULA, unless the context otherwise requires: the singular includes the plural and vice versa; references to sections or subsections are to sections and subsections of this EULA; references to persons include individuals, trusts, partnerships, unincorporated bodies, government entities, companies and/or corporations (in each case whether or not having separate legal personality); references to including and include(s) shall be deemed to mean respectively including without limitation and include(s) without limitation; section headings are for convenience and do not affect the interpretation of this EULA; and a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being, in force, made under it.
- 14.9. **Agreement Priority.** The terms of this EULA govern your access to and use of the Software and Services, provided that to the extent there is an applicable separate non-electronic agreement manually signed by

authorized representatives of the parties, the order of precedence shall be the signed agreement and this EULA. Except as otherwise set forth herein, this EULA shall govern in case of a conflict between the EULA and the Documentation.

- 14.10. **Notices and Electronic Communications.** Kaseya may give notice by means of a general notice on the Software or Service, electronic mail to your e-mail address on record in Kaseya's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Kaseya's account information. Such notice shall be deemed to have been given 48 hours after delivery by first class mail or pre-paid post or 12 hours after sending by email. You may give notice to Kaseya (such notice shall be deemed given when received by Kaseya) by confirmed mail delivery at the address set forth on our Website. The Services and Software are conducted and provided electronically and you agree that Kaseya may communicate electronically with you for matters relating to the Services and Software, including educational information and notifications regarding product updates, incentive and rewards programs, training opportunities and ways to more efficiently use the Software and Services. The parties agree that this Agreement is to be written and interpreted in English only. If Kaseya chooses, in its sole discretion to release any part of this Agreement in any language other than English, Kaseya does so for informational purposes only and the English language version shall govern and control in all cases.
- 14.11. **Compliance With Law and Export Control.** You shall abide by all applicable local, state, national and foreign laws, rules, treaties and regulations in connection with your use of the Software and Service, including those related to data privacy, international communications and the transmission of technical or personal data. You acknowledge that Kaseya may discontinue provision or performance of the Services or terminate your rights to the Software following any changes in any relevant applicable law, which in the sole discretion of Kaseya, makes performance impossible, economically impracticable, or illegal. You further acknowledge that the Software, Services and related technology and technical data (collectively "Controlled Technology") may be subject to the import and export laws of any country where Controlled Technology is imported or re-exported, including U.S Export Administration Regulations. You agree not to export, re-export, import or provide any Controlled Technology to any prohibited country (such as embargoed countries), entity, or person (such as designated nationals) for which a license or other governmental approval is required or is otherwise prohibited. All Controlled Technology is prohibited for export or re-export to prohibited countries as listed at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or to any country subject to similar trade sanctions. You further agree that you will not use, export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.
- 14.12. **U.S. Government Restricted Rights.** The Software and the Services have been developed at private expense and with no government funds. For procurements by or on behalf of a unit or agency of the U.S. Government, the U.S. Government agrees that the Software and or Service is commercial computer software as defined in FAR 12.212, and is provided to non-Department of Defense agencies with RESTRICTED RIGHTS and its supporting Documentation is provided with LIMITED RIGHTS, as defined in FAR Section 52.227-13 *et seq.* "Commercial Computer Software – Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulation(s). Any use, modification, reproduction release, performance, display or disclosure of the Software and/or Services by the U.S. Government shall be solely in accordance with the terms of this Agreement. For procurements by or on behalf of the U.S. Department of Defense or agencies regulated thereunder, the U.S. Government's rights in software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7013 *et seq.* and DFARS 227.7202 and any successor regulation(s). Manufacturer of Kaseya Software (other than Kaseya Traverse Software and AuthAnvil Software) is Kaseya Limited, One Customer House Plaza, IFSC, Dublin 1, Ireland; manufacturer of Kaseya Traverse Software is Kaseya Traverse Inc., 400 Totten Pond Road, Suite 200, Waltham, MA 02451, U.S.A and manufacturer of AuthAnvil Software is Kaseya Canada ULC, #101-44981 Commercial Court, Chilliwack, BC, V2R0A7, Canada. The Software and Services comprise proprietary data, all rights of which are reserved under the copyright laws of the United States.
- 14.13. **Entire Agreement.** This Agreement (including the Documentation and the other items referenced herein and therein) constitutes the entire agreement between Kaseya and you with respect to the Software and Services and supersedes all other communications and proposals, whether electronic, oral, or non-electronic, regarding

them. Other than a document duly executed by both parties in writing, You agree that any terms or conditions contained in any document, including a purchase order, acknowledgement, email, or other document that you may now or later provide to Kaseya, will have no effect and that this Agreement is the only contract between Kaseya and you regarding the Software and Services and may only be amended as set forth herein. A printed version of this Agreement and of any notice given to you in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14.14. **Amendments.** Any amendment proposed by you may only be accepted by Kaseya in a non-electronic writing, manually signed by authorized representatives of the parties. Except to the extent there is an applicable separate non-electronic agreement manually signed by authorized representatives of the parties, if the applicable Software has Upgrades or Updates or if you make follow-on purchases, You agree by your installation and use of such Upgrades, Updates or new Software or Services: (a) that the current EULA included therewith (which will also be set forth at <http://www.kaseya.com/Legal.aspx>) applies to all of your Software or Service purchases; (b) to voluntarily terminate your earlier EULA; and (c) that you will not continue to use the earlier version of the Software or transfer it to another person or entity.

14.15. **Survival.** All sections of this Agreement other than the license grant in Section 2 shall survive.

Revision Date: 1 September 2016