

# KASEYA MASTER AGREEMENT

Effective as of April 1, 2024 This Master Agreement (the “Agreement”) is a binding, legal contract between the Kaseya Affiliate specified on Exhibit A based on your billing address as provided by you to Kaseya during the registration process (“Kaseya,” “we” or “us”) and the entity making purchases under this Agreement (“you”).

BY CLICKING “I AGREE” WHEN PROMPTED, SIGNING BELOW, OR ORDERING, PURCHASING, ACCEPTING, RESELLING OR USING KASEYA PRODUCTS, YOU ACKNOWLEDGE YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO ABIDE BY ITS TERMS, INCLUDING ALL APPLICABLE “PRODUCT TERMS OF USE.” IF YOU ACCEPT ON BEHALF OF A BUSINESS OR LEGAL ENTITY, YOU REPRESENT AND WARRANT YOU HAVE THE AUTHORITY TO BIND THAT LEGAL ENTITY TO THIS AGREEMENT AND “YOU” WILL REFER TO THAT LEGAL ENTITY. IF YOU DO NOT UNCONDITIONALLY AGREE TO THE FOREGOING, DISCONTINUE USE OF KASEYA PRODUCT IMMEDIATELY. ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT.

## 1. ABOUT THIS AGREEMENT

- a. Scope. This Agreement governs the interactions between you and Kaseya, including access to the any Kaseya portals and platforms, and your right to purchase our Products for your own use or for resale. This Agreement incorporates the “Product Terms of Use” applicable to each Product that sets forth further details regarding the use, marketing, resale and distribution of Kaseya Products.
- b. Definitions. Certain capitalized words are defined in the last section or when first used throughout this Agreement.
- c. Precedence. If you are bound to more than one agreement with Kaseya and if the agreement terms vary, then the order of precedence is as follows: a Kaseya Order Form (issued by Kaseya), an agreement executed by you and Kaseya that expressly supersedes standard agreements; an electronic version of an agreement issued by Kaseya and accepted by you in conjunction with an Order but only with respect to that Order; and any other standard agreement, including this Agreement.

## 2. USE OF PRODUCTS AND RESTRICTIONS

- a. Platforms and Portals. As a Kaseya customer, you are granted access to the Kaseya Portal and related Product management portals, platforms and Documentation (collectively, “Portals”) where you may create one or more accounts and subaccounts (“Portal Accounts”) to order, manage, administer, support, use, and/or market our Products. You are responsible for maintaining the confidentiality and security of all access credentials, including passwords, to your Portal Accounts and all access to or use of your Portal Accounts. You are responsible for understanding and implementing the roles, access, and permissions you grant to your Portal Accounts, including termination of such access when appropriate. If you become aware of any violation of this Agreement by a user of your Portal Account, you will immediately terminate such user’s access. Administrative Data associated with your Portal Accounts (about you, End Users and Products) may be hosted in the United States regardless of where you, any End User, any Product account or any Content related to any Product may be stored or hosted. You are responsible for securing the necessary consents related to the hosting location of your Portal Accounts.
- b. Product Terms of Use. Use of our Products are subject to the applicable Product Terms of Use. In the event of a conflict between language that appears in different documents between you and Kaseya, the order of precedence will be: (i) the applicable Order; (ii) Product Terms of Use; and this Agreement. We may unilaterally amend this Section to add or modify Product Terms of Use at any time.
  - [Datto Unified Backup Terms of Use](#): These terms apply to Datto’s backup Products and Services, including SIRIS, ALTO, Workplace, File Protection, Datto Endpoint Backup for PCs and Datto Backup for Microsoft Azure, Datto Endpoint Backup with Disaster Recovery, Datto Endpoint Backup.
  - [Kaseya 365](#): These terms apply to Kaseya 365 Products and Services.
  - [Datto Networking Terms of Use](#): These terms apply to Datto’s Networking Products and Services, including our access points and switches.
  - [Datto SaaS Protection](#): These terms apply to Datto’s SaaS Protection and SaaS Defense Products.
  - [Autotask PSA, Datto RMM and Other Business Management Services](#): These terms apply to Autotask PSA, Datto RMM, and Datto Commerce.
  - [Unitrends](#): These terms apply to all Unitrends Services and Products, including Backup Appliances, Backup Software, DRaaS and Cloud Storage.
  - [TruPeer Membership Agreement](#): These terms apply to the TruPeer member events and services.
  - [Backupify](#): These terms apply to Backupify Products and Services.
  - [Spanning](#): These terms apply to Spanning Products and Services.

- [Education Program](#): These terms apply to Educations Programs and related Services and Products.
- [ID Agent](#): These terms apply to ID Agent Products and Services.
- [Help Desk Services](#): These terms apply to Kaseya Help Desk Services.
- [Datto EDR, Datto AV and Ransomware Detection](#): These terms apply to Datto EDR, Datto AV and Ransomware Detection.

- c. [Licenses to Subscription Services](#). Subject to the terms of this Agreement, applicable Product Terms of Use, and payment of Fees, Kaseya grants to the End User during the Committed Service Term of a Subscription Service a non-sublicensable, non-exclusive, revocable, nontransferable right to use the Product as provided by Kaseya (a "License") for the number of License Units as specified in an applicable Order Form. Such use is limited to authorized End-Users and you agree not exceed the number of purchased License Units that have been paid for. An End User's password or other License credentials must be kept confidential and may not be transferred to or shared with any other entity or person (including but not limited to other Users) or used simultaneously with multiple instances of a Product unless the Product Documentation specifically allows for such use. If a Product is authorized to be used in a multi-tenant environment (for example, as part of your Managed Services to your End-User clients), then you will use the Product for such purposes and not for another purpose. Except for one copy made solely for backup or test purposes, with respect to on-premises Licenses, you may deploy or possess only the number of copies of Kaseya Software as specified in the Order Form, and only in accordance with your License and the Documentation; otherwise, you shall not copy or distribute Product. You are responsible for ensuring that all use of Product by your End-Users is permitted by this Agreement.
- d. [Restrictions](#). You may not, nor permit, facilitate or authorize any third party to: (i) use any Product other than as permitted under this Agreement and the applicable Product Terms of Use; (ii) remove or destroy any copyright notices or other proprietary markings or identifications contained on or in any Product or related Kaseya materials; (iii) access or use any Product in any manner that could damage, disable, overburden, or otherwise interfere with or disrupt such Product, any networks, platforms, Portals or security systems; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to extract the source code from any Product, except to the extent that this restriction is expressly prohibited by Applicable Law; (v) copy, modify or create derivative works of any Product; (vi) develop License keys or codes other than those provided by Kaseya, or attempt to alter, defeat or circumvent access restrictions or any other disabling mechanism which may reside in a Product; (vii) assign, sublicense, rent, timeshare, loan, pledge, lease, engage in service bureau activity or otherwise transfer the Products, or directly or indirectly permit any unauthorized third party to use or copy the Product; (viii) disclose or publicize the results of any form of benchmarking, pen-testing or competitive analysis of the Products; (ix) extract portions of the Kaseya Software or firmware for use in other applications; (x) register or remotely manage Product through any management portal other than a Kaseya Portal; or (xi) access any Product for the purpose of competing with Kaseya, using a false identity or false information, for reasons other than a good faith desire to use the Product or otherwise to (1) build a competitive product or service; (2) copy any, or build a product using, similar ideas, features, functions, or graphics of the Product.
- e. [Limitation on Product Use/Content](#). The Products and Content may not (i) be used to send any unsolicited commercial email or invitation in violation of any applicable law; (ii) be used to request, collect, store, transmit or disclose any unencrypted personally identifiable data (such as payment card numbers or social security numbers) in violation of any applicable privacy law or regulation; (iii) be deceptive, fraudulent, harmful, abusive, harassing, threatening, indecent, obscene, racially, ethnically, or otherwise objectionable, hateful, tortious, libelous, defamatory, slanderous, or otherwise in violation of Applicable Law; (iv) infringe or misappropriate any Intellectual Property Rights or other rights of any third party; (v) be used in a manner which constitutes or encourages conduct that violates Applicable Law; (vi) contain or be used to transmit or otherwise make available any viruses or similar malicious software that may damage the operation of any computer, network, system or the Products; (vii) violate the terms of any license agreement or other agreement or terms of use to which the End User, you or Content is subject; (viii) be used in jurisdictions where the Product is not certified for use or where use is not allowed by Applicable Law; or (ix) be used to send materials to individuals under the age of majority in his or her place of residence ("Minors"), or to harm Minors in any way, or that would subject us to any Applicable Law governing children's privacy or otherwise related to protecting Minors.
- f. [Fair Use and Excessive Use](#). All access and use of Products and Content must comply with Kaseya's Fair Use policies, License limitations, and other limitations, many of which are further detailed in the applicable Product Terms of Use. If you exceed a contractual License limit or similar limit, you agree that you have executed an Order for additional quantities of the applicable Product and promptly upon Kaseya's request pay any invoice for excessive use in accordance with the Kaseya's payment terms. In general (and in addition to any specific limitations or overages rules in Product Terms of Use), Fair Use prohibits use that:
- Harms the Product, Portals, platforms, networks or other resources of Kaseya or third parties;
  - Results in excessive consumption of resources; and/or
  - Circumvents the intended use of the Product.
- g. [Certain Uses Not Supported](#). Use of the Products is not authorized, will not be supported by us, and any warranties will be void, if the Products are modified in any way or used in a manner for which they are not intended, including but not limited to (i) integrating or combining with software or hardware that is not recommended or approved by us for the Product; (ii) installing a different operating system (OS) on a hardware Device; (iii) using a backup Product in a prolonged virtualized production environment instead of as a backup application (except for a limited testing period or in the event of a documented business continuity event); (iv) use in jurisdictions where the Product is not certified for use, or where use otherwise breaches Applicable Law; or (iv) use, access or support of any Product by unauthorized personnel or by those who are not knowledgeable and competent with respect to the Product.

- h. Beta Products. We may designate enhancements to a Product or a new Product as alpha, beta, pre-release, proof of concept or like designation (each a “Beta Product”) A Beta Product’s operation may be unpredictable and lead to erroneous results. You may be invited, but are under no obligation, to use a Beta Product for your own use only. You may not resell or authorize any other party to use a Beta Product. If you choose to use a Beta Product, you agree the Beta Product (i) is experimental and has not been fully tested; (ii) may not meet your requirements; (iii) may not experience uninterrupted or error-free use; and (iv) is for purposes of evaluating and testing the product. You understand that Kaseya may never launch the Beta Product as a generally available Product. You agree to report promptly to us any errors or other deficiencies in the Beta Product and will hold all information relating to use and performance of the Beta Product in strict confidence. Notwithstanding anything herein to the contrary, ALL BETA PRODUCTS ARE PROVIDED “AS-IS” AND “AS-AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, and you hereby waive any and all claims, now known or later discovered, that you may have against us and our suppliers and licensors arising out of your use of any Beta Product.
- i. Evaluation/Trial Use. If a Product is being used during a trial or evaluation, this Agreement and the applicable Product Terms of Use (except, typically, for the payment obligation) will apply to such authorized evaluation or trial period. We reserve the right to terminate any evaluation or trial use of the Product at any time in our sole discretion.
- j. Third-Party Applications and Technology. Certain Products or Portals may involve the use of third-party technology, or may provide for links and integrations with third-party products or services (“Third- Party Technology”). In addition, Kaseya may resell or distribute Third-Party Technology. Information about Third-Party Technology sometimes can be found in a “read Me,” “About” or similar file in Kaseya Software or Documentation. You understand that Third-Party Technology is not provided by Kaseya, and may be subject to a separate agreement between you and the third-party provider. We do not endorse Third-Party Technology, and unless we specifically state otherwise in writing, we do not support Third-Party Technology. Kaseya warranties and/or indemnification obligations do not apply to Third-Party Technology. You enable links or integrations with Third-Party Technology at your own risk. We make no representation or warranty with respect to Third-Party Technology and we expressly disclaim all liability with respect to your use of any Product or Portal with a Third-Party Technology.
- k. Payment Processors. Certain Products allow for access to Third-Party Technology in the form of payment processing companies, through which customers can access credit card and/or banking services, receive payments and make payments (“Payment Processors”). Those Products include, but are not necessarily limited to, Kaseya’s ConnectBooster, Autotask PSA, Datto Commerce, BNG POS and Secure Payments. The services of the Payment Processors are a form of Third-Party Technology, as defined above. We reserve the right to change the Payment Processors available through Products, in our discretion and at any time, even mid-Committed Service Term. You shall be required to accept the terms and conditions of any Payment Processor that you do business with, and it is your responsibility to confirm if such terms and conditions (and any revisions thereto) are acceptable to you, including charges and fees imposed by the Payment Processors which are in addition to charges that Kaseya imposes. Kaseya reserves the right to pass on all charges imposed by the Payment Processors that Kaseya incurs on your behalf with respect your use of the Payment Processor’s services which includes any processing charge increases that may be introduced by the Payment Processor during the Committed Service Term. The Payment Processors are separate from Kaseya, and Kaseya has no responsibility or control over the Payment Processors.
- l. Kaseya APIs. [The Kaseya API License](#) governs all access to and use of any Kaseya API. By using a Kaseya API, you hereby agree to the Kaseya API License. You are solely responsible for the activity that occurs using your Kaseya API credentials or any access you allow or facilitate through a Kaseya API, including through your Portal Accounts.
- m. Open Source Software. If a Product contains open source software, those pieces of open source software are licensed under the open source license terms as chosen by the provider of the applicable open source software. Such open source license terms can be found in either the open source\_licenses.txt file accompanying the applicable Product or the Documentation. Open source license terms may contain additional rights benefiting you, and will take precedence over any other agreement between you and Kaseya with respect to the applicable open source software. If the license for open source software requires Kaseya to make the open source software available to you without charge, you may obtain a copy of the relevant software by sending a request to Kaseya’s legal department at [legal@kaseya.com](mailto:legal@kaseya.com), or to Kaseya’s offices at 701 Brickell Avenue, Miami, FL, 33131.

### 3. YOUR SPECIFIC OBLIGATIONS.

- a. End User Terms. If you resell a Product to an End User that will directly use or support Products, you must ensure the End User affirmatively agrees to terms that are substantively identical to Kaseya’s “Required End User Terms” (where such Required End User Terms are applicable) as part of a valid, enforceable contract between you and the End User. Any Required End User Terms are identified in the Product Terms of Use. Upon our request, you must provide evidence of the End User’s acceptance of terms substantively identical to the Required End User Terms; Kaseya has the right to terminate any Service applicable to an End User who has not agreed to such terms. You agree to immediately notify us of any known or suspected breach of this provision and to assist us in the enforcement of the same.
- b. Responsibilities to End-User clients. If you are using a Product to provide Managed Services on behalf of End-User(s) (such as a client organization (“Client”)), you represent and warrant that you are acting on behalf of the Client and that you are acting within the scope of your authority to do so. Accordingly, you agree to obtain necessary authorization and comply with the Client instructions at all times with respect to use of the Product and access to Content, including but not limited to: Product settings and configurations, access controls, management, retention and deletion of Content, the transfer of Service Subscriptions, or Content to a different Managed Services provider, and transition assistance and cooperation upon termination or expiration of any relationship between or



among you, the Client and/or Kaseya. Kaseya expressly may rely on your authorization and any of your personnel with respect to access and control of any Product, Account or Content.

- c. Business Associate Agreements for Personal Health Information Within the United States. If you or your Client is a Covered Entity or Business Associate as defined under the United States Health Insurance Portability and Accountability Act (HIPAA), and if you intend to transfer Content to Kaseya that constitutes personal health information under HIPAA, you agree to enter into Kaseya's standard Business Associate Agreement with respect to such Content.
- d. Technical Support. You agree that Kaseya is only responsible for providing technical support to those people or entities that purchase directly from Kaseya, and only where a Service Subscription is in effect and the applicable Fees have been paid. By requesting support services directly from us, you represent that you are knowledgeable about the Product and Content involved, and are able to demonstrate a reasonable level of technical competency with respect to use of the Product. You agree to cooperate in good faith to implement our suggestions and solutions, and assist us in maintenance and troubleshooting issues, with respect to support of the Products. We may rely on the instructions and authorizations given to us by any of your personnel with access to a Product, and we will have no obligation to inform any other of your personnel of the same. Should you purchase Product from us and resell such Product to End-Users, you agree that Kaseya has no obligation to provide support directly to those End-Users. More details regarding Kaseya's standard Technical Support, as well as its Premium Support Program, can be found [here](#).
- e. Contact Information. During the Term of this Agreement, you must maintain current and accurate contact information within all Portal Accounts for purposes of facilitating communications and notices to you, including those related to billing, security, maintenance and Product updates. You are required to register and set up each Product Account and Service Subscription, as applicable, in accordance with the Product Specifications. If a Product is not properly registered and if the Service Subscription is not current in payments, we have no obligation to allow access to or use of the Product, or to provide any related Kaseya Service. You agree that from time to time, Kaseya may send you product-related communications addressed to the contacts which you have provided.
- f. Training. You agree to participate in any training programs as may be required by us from time to time in order to maintain your status as a Kaseya customer. Unless otherwise agreed to by you, such required training will be free of charge. Our training provides instruction on the general use and functionality of the Products but is not the same, and you should not rely on it, as advice in specific technical support situations. You acknowledge and agree that we will not be liable for any statements or omissions made during training or contained in training materials.

#### 4. KASEYA'S RESERVATION OF RIGHTS

- a. Intellectual Property Rights. All Intellectual Property Rights in and to our Products, Portals, Kaseya Marks, Marketing Materials, Documentation and any other materials we provide are and will remain the sole and exclusive property of Kaseya, or, as applicable of our suppliers and licensors; you have no rights in any of the same other than as specifically set forth in this Agreement. Kaseya Software, including Software incorporated into any Product or Portal, is licensed, not sold. Except for the limited rights granted herein and in the applicable Product Terms of Use, we and our licensors retain all right, title, interest and Intellectual Property Rights in the Products, and all copies thereof. You may not remove or modify any identification or proprietary notice, including any copyright and trademark notices, on any Kaseya Products or other materials.
- b. Right to Change Products and Documentation, and Discontinue Products. We may make changes to our Products and Documentation through updates and upgrades ("Enhancements"). Enhancements may be provided at no additional charge, or they may be offered as options that may be added to a Service Subscription for an additional fee. We reserve the right to add new Products and Enhancements and to replace or discontinue Products or Enhancements at any time, including during a Committed Service Term. We will use commercially reasonable efforts to provide you thirty (30) days' advance notice of any change that materially decreases a Product's overall features or functionality.
- c. Right to Interact with Products. You agree that we may, and you hereby authorize us at any time and from time to time, to interact remotely with deployed Product in order to test, troubleshoot, support or update such Product, or analyze use of or modify the Product or the environment in which it operates.
- d. Suspension and Termination. In the event we reasonably believe any Product use, configuration of Product or Content: (i) violates any of the restrictions in the foregoing sections; (ii) may disrupt or threaten the operation or security of any Product, data, Content, computer, network, or system of yours, Kaseya's, or any third party; or (iii) may otherwise subject us or a third-party to liability or damage, we reserve the right to suspend services or disable access to the Product, Portal, platform or Content. We may also take such action pursuant to the Digital Millennium Copyright Act and/or as required to comply with Applicable Law. We will use reasonable efforts to contact you prior to taking such action. Notwithstanding the foregoing, we may suspend a Product or restrict access to Product or Content without prior notice in an emergency or as necessary to comply with Applicable Law or protect against liability or damage as described herein. We shall have no liability to you as a result of suspension or termination under this section.
- e. Breach of Your Obligations. You agree to immediately notify us of any unauthorized use, copying, or disclosure of the Product or Content of which you become aware, as well as any use of Product in a manner that is contrary to Applicable Law, including use of Product in areas where it is not certified for use or that violate export laws. You agree to immediately take such actions as are necessary to end and prevent any such use, copying, or disclosure. You acknowledge and agree that any breach of this Section may cause immediate and irreparable injury to us or to third parties, and in such event, we may immediately suspend or terminate access or use of a Product without notice and without liability to you or any third party, and to seek and obtain injunctive relief, without bond or other security, in addition to other remedies available at law and in equity.

f. Compromise of Your Portal Account or Access Credentials. You agree to (i) use reasonable efforts to prevent and terminate any unauthorized access to, or use of, your Portal Accounts or any access credentials to your Portal Accounts; and (ii) notify Kaseya immediately of any known or suspected unauthorized access to, or use of, your Portal Accounts or any access credentials to your Portal Accounts. Kaseya will not be liable for any loss incurred as a result of any unauthorized access to, or use of, your Portal Accounts or any access credentials to your Portal Accounts. Kaseya reserves the right to change, suspend, remove, disable or impose access restrictions on any access credentials to your Portal Accounts at any time without notice to you if Kaseya believes such actions are needed to avoid actual or potential damage to you, Kaseya or any third party. You agree to cooperate with Kaseya by providing any information that is reasonably requested by or on behalf of Kaseya to investigate and resolve any unauthorized access to, or use of, your Portal Accounts or any access credentials to your Portal Accounts, or any other compromise involving your Portal Account(s).

## 5. RESALE ACTIVITIES; MANAGED SERVICES; MARKETING AND TRADEMARKS

- a. Authorization to Promote and Resell. You are authorized to market, promote and sell Products as part of your Managed Services offerings only to your Clients in the Territory; other forms of distribution or resale require Kaseya's written approval, often in the form of a distribution agreement. You are authorized to distribute Specifications and Marketing Materials, as necessary to promote, advertise, demonstrate and market the Products, and to list Kaseya in your marketing materials and on websites that show your third-party service providers. These rights are non-exclusive and we expressly reserve the right to authorize others to use, market and resell the Products in the Territory.
- b. Pricing and Collections for Resold Product. If you resell a Product, either alone or as part of your Managed Services, you have sole discretion to establish prices at which you resell and distribute the Products and you will manage and be responsible for billing and collection of all End User accounts. All amounts payable under this Agreement are solely your obligation and are not contingent upon your receipt of any amounts payable to you by an End User.
- c. Proper Conduct. In relation to Kaseya and the Products, you agree (i) to conduct your business in a professional manner that reflects favorably on Kaseya and the Products; (ii) not to make any representations, warranties, or claims about Kaseya or the Products that are different from those that we make in our Documentation or as pre-approved by us in writing; (iii) not to use deceptive, misleading, illegal, or unethical practices in your business or in marketing and reselling the Products; and (iv) to keep us informed as to any problems encountered with the Products.
- d. License to Marks. We hereby grant you a non-exclusive, non-transferable, royalty-free, revocable, non-sublicensable license during the Term to use, reproduce, and display the Kaseya Marks in the Territory, subject to the terms of this Agreement, the Kaseya Trademark Guidelines found [here](#), and any other trademark-related directives that we may issue, solely for the purposes of marketing and reselling the Products. The goodwill derived from your use of Kaseya Marks is for our exclusive benefit and belongs to us. You may not represent yourself as Kaseya nor may you use the Kaseya Marks, or any other mark that may be deemed confusingly similar to a Kaseya Mark, in a manner that would imply our affiliation with, endorsement of, or sponsorship of you or to otherwise suggest that you are more than an independent authorized user and reseller of the Products.
- e. General Trademark Obligations and Restrictions. You will not (i) challenge the validity of our rights and title to the Kaseya Marks; (ii) claim any right, title, or interest in or to Kaseya Marks; (iii) register or apply for registration of a trademark, trade name or domain name using Kaseya's Marks or any confusingly similar mark; or (iv) use Kaseya Marks anywhere in the world except as specifically permitted under this Agreement.

## 6. ORDERS & PAYMENT

- a. When This Section Applies. This Section on Orders and Payment applies only when you order a Product directly from Kaseya. If you order or purchase a Product from a third party (even if from a Kaseya-authorized distributor, or if the Order is initiated from a Kaseya Portal Account) the purchasing terms and conditions between you and that third party shall govern including, for example and without limitation, terms and conditions relating to quantity of Products purchased, fees, payment terms, refund rights, taxes, and renewals.
- b. Ordering Products. When you place an Order for a Product, the terms of this Agreement, and not any of non-Kaseya pre-printed terms (such as standard terms and conditions attached to your purchase order) will govern the Order; such pre-printed terms will be null and void. When placing an Order for Product, you are making a representation to Kaseya that you are financially able to pay for such Product through the applicable Committed Service Term.
- c. Order Acceptance. Your receipt of an Order confirmation does not signify our acceptance of your Order, nor does it constitute confirmation of our offer to sell. We may at any time after receipt of your Order accept or decline your Order, or elect to supply less than the quantity you ordered, for any reason. After receipt or acceptance of your Order we may require additional verifications or information, and should we reasonably question your ability to make payments with respect the Order or your right to purchase Products under Applicable Law, we may, at that time, reject the Order. In the absence of written acceptance of your Order, it will be deemed accepted by us upon our delivery or activation of the Products. Any delivery date we provide is an estimate only and we will not be liable for failure to meet any stated delivery date. All sales of Products are subject to our then-current, written return policies. Any pricing errors or unintentional misrepresentations of Product availability or features ("Errors") will be corrected by us as soon as practicable following discovery. We reserve the right to revoke any quote, cancel any Order or adjust amounts due after our discovery of relevant Errors. Our sole obligation if we cancel an Order under this section will be to refund any amount already paid.
- d. Order Term, License Amounts and Automatic Renewal. The term of a Service Subscription and License quantities are indicated on the applicable Order. The start date of a Service Subscription ("Activation Date") is set forth on the applicable Order or, if not listed, shall

begin (and delivery is made) when we provide you with access to the Product. The Service Subscription term is defined by a number of consecutive months or years (a "Committed Service Term"). Certain pricing and discounts may be available only when purchases are made with a Committed Service Term of a specific length. You agree to pay Service Subscription fees for the entire Committed Service Term. If you terminate Service at any time during a Committed Service Term for any reason other than our breach which has not been timely cured, a lump sum payment (equal to 100% of the monthly unpaid Service Subscription fee times the number of months remaining in the Committed Service Term less any amounts already prepaid) will be due immediately and charged to your preferred payment method. Unless otherwise agreed to by Kaseya, Committed Service Terms set forth in Orders will automatically renew for additional Committed Service Terms equal in length to the expiring Committed Service Term unless either party gives notice to the other of non-renewal at least thirty (30) days prior to the end of the relevant Committed Service Term. License quantities may be increased during a Committed Service Term, but not decreased.

- e. Pricing. Pricing for Product are as set forth on the relevant Order or, if not listed on the Order, in your Portal Account. Pricing during any automatic renewal Committed Service Term will be the same as that during the immediately preceding Committed Service 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.
- f. Payment Terms. You agree to pay all charges applicable to the Products ordered by you including, but not limited to, one-time charges, monthly recurring Service Subscription charges, and any additional usage-based charges, including data overage, additional storage or additional License charges. Fees and payments will be calculated by us based on records maintained by us (you may request a copy). All Fees are payable in the currency specified in the Order, are due upon receipt of invoice and are non-refundable unless we confirm that a billing error was made. You must notify us of any payment dispute in writing within thirty (30) days of receipt of a disputed invoice, and if you fail to do so, you waive any claim with respect to such invoice and Kaseya will not be required to make adjustments. Prices do not include taxes, duties, and ancillary expenses (including shipping, and handling) unless otherwise quoted. Forms of payment accepted may depend on your location or credit history, and likely include credit card, check, ACH/wire and direct debit, (each a "Payment Method"). By providing us with a Payment Method, you authorize us to automatically charge that Payment Method, or any updated Payment Method you provide, for all charges and Fees incurred in connection with any Products that you have Ordered from Kaseya through the Committed Service Term (including renewals). We reserve the right to change the Payment Methods that we have approved for you at any time and will use reasonable commercial efforts to alert you to any such changes. You must provide us with complete and accurate Payment Method information, billing and contact information including your complete legal name, street address, email address and the name and telephone number of an authorized billing contact. You agree to update this information within three (3) days of any change. Kaseya may invoice from and require payment to any of its Affiliates, in Kaseya's discretion and as directed by Kaseya. Invoices may be in electronic or paper form.
- g. Additions Made During Committed Service Term. A Committed Service Term applies to the initial Licenses in a Subscription and to any Licenses added thereafter to the Service Subscription. Licenses, including those added after the original Activation Date, may not be decreased during the relevant Committed Service Term even if you are not fully using all Licenses. All Licenses in a Service Subscription terminate on the same date. Any optional or add-on features added after the start of the Service Subscription will also co-terminate with the original Service Subscription and may not be decreased during the relevant Committed Service Term.
- h. Collection of Fees. All amounts payable by you will be made without setoff or counterclaim, and without any deduction or withholding. Payment terms and billing frequency are set forth in the applicable Order or, if not specified, the Product Terms of Use or Documentation. If you are more than thirty (30) days overdue on payments, you agree that Kaseya has the right to: (i) require that you pay using a different Payment Method; (ii) require payment upfront, and/or; (iii) charge interest/late fees at the rate of 2.0% per month, or the highest rate permitted by law, whichever is lower. If we are unable to collect any amount owed, we may take any other steps deemed necessary to collect Fees, and you will be responsible for all our incurred costs such as collection expenses, court costs and attorneys' fees. Furthermore, in the event of non-payment, following notice of such non-payment, we may suspend or terminate access to any Kaseya Products and Content as well as the right to continue to purchase new Products and we shall not be liable to you or any third party for such suspension or termination.
- i. Shipment; Title; Risk of Loss. For all shipment of hardware, we shall designate the carrier and ship pursuant to our standard shipping practices unless otherwise specified by you and agreed to by us in writing. You must provide us with written notice within five (5) days of delivery of any non-conformity with the Order, for example, delivery of the wrong Product or incorrect quantities. All new orders for hardware or other physical Products will be shipped by us freight prepaid and billed to you. Title and risk of loss to such physical Products will pass to you upon the shipment leaving our dock.
- j. Shipments Made to Certain Jurisdictions. You may be subject to import duties, withholdings and other taxes, which are levied when the Product arrives at the ship-to location. Any charges for customs clearance are your responsibility. Since customs policies vary from country to country, you should contact the customs office in the country where you have us ship Products to get more information. You are considered the importer of record and must comply with all laws and regulations of such jurisdiction.
- k. Taxes. You will pay and be solely liable for all taxes including sales, use, excise, withholding and any other taxes, duties or charges with respect to our sale of the Products to you, but excluding taxes based on our net income or gross receipts and taxes from which you are exempt by law as shown by a valid tax exemption certificate. You agree to indemnify and hold us harmless in the event we are required to pay such taxes, duties or other charges for which you are responsible.
- l. Future Functionality. You agree that your obligations with respect to a Product Order or Service Subscription is not contingent upon the delivery of any future functionality or features that may have been mentioned by us, either orally or in writing. Further, we shall



not be bound by statements made by any of our channel partners or other third-parties. Only features and functionality that are specified in a Product's current, authorized Documentation issued by us shall be binding upon us.

## 7. CONFIDENTIALITY

- a. Application of this Section. This section applies to Confidential Information of one party (the "Discloser") that is made known to the other party (the "Recipient") through activities under this Agreement. Note that Content uploaded through the Products requires special confidentiality provisions due to the features of the Products, and such special provisions are described in Section 8, and may be further described in the Product Terms of Use if applicable. Those provisions related to Content greatly limit Kaseya's use of Content (including disclosure).
- b. Obligations. The Recipient will (i) maintain the confidentiality of the Confidential Information of the Discloser (and that of any third parties to which either party has access as a result of this Agreement); (ii) hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party except to the extent necessary to perform its obligations under this Agreement (iii) use the same care to prevent protect the Confidential Information of the Discloser as it employs with respect to its own information of a similar nature, but in no event less than a reasonable standard of care; (iv) use the Confidential Information of the Discloser solely for the purpose of performing its obligations under this Agreement; and (v) as reasonably feasible, promptly return, or provide a copy of Confidential Information upon the request of the Discloser.
- c. Product Information as Confidential. The Products, including their structure, organization and source code, are comprised of commercially valuable assets belonging to Kaseya or our licensors, the development or acquisition of which required the investment of substantial time, effort and cost. The Products may also contain trade secrets. Accordingly, you hereby agree to use the highest degree of care to maintain the confidentiality of the Products.
- d. Disclosure of Confidential Information. Recipient may disclose Confidential Information of the Discloser to Recipient's employees, officers, agents, subcontractors and independent contractors (collectively "Representatives") who have: (i) a need to know such Confidential Information in order to perform their duties; and (ii) a legally binding obligation to protect the Confidential Information. Recipient assumes full responsibility for the acts and omissions of its Representatives with respect to such Confidential Information.
- e. Disclosures Required by Law. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Recipient, where legally permissible in the reasonable judgment of Recipient's counsel, will first have given written notice to Discloser in order to allow Discloser to seek, at its sole cost and expense, a protective order or other remedy to limit such disclosure.
- f. Notification. Except for any disclosure permitted under this Section, in the event of any disclosure or loss of Confidential Information, Recipient will notify the Discloser as soon as reasonably possible after learning of the disclosure.
- g. Injunctive Relief. Each party acknowledges that Recipient's breach of this Section may cause immediate and irreparable injury to Discloser, and in the event of such breach, Discloser will be entitled to seek and obtain injunctive relief to the extent provided by a court of applicable jurisdiction, without bond or other security, and to any and all other remedies available at law or in equity.
- h. Return of Confidential Information. Unless expressly authorized to retain Discloser's Confidential Information, Recipient will promptly return or use commercially reasonable efforts to destroy Discloser's Confidential Information upon request or upon termination of this Agreement, provided that Recipient may (a) retain in its legal files one copy of the Confidential Information for archival purposes and (b) retain copies stored in automated computer backup systems; provided, however, that any such documents and records retained pursuant to clause (a) or (b) shall remain subject to the terms of this Agreement for as long as they are so maintained.

## 8. TREATMENT OF INFORMATION AND DATA

- a. Customer Content. You hereby represent and warrant that: (i) you or the End-User (as applicable) have sufficient rights and all required third-party consents, permissions or licenses in and to the Content as may be necessary and appropriate for use of the Content with the Product; (ii) you authorize us to access and interact with the Products to retrieve and process Content; and (iii) you grant Kaseya a limited, worldwide, royalty-free, non-exclusive, assignable license to copy, host, record, view, reformat, disclose, transmit, display and otherwise use the Content as necessary or desired, in each case solely for the purposes of providing the Products and as otherwise necessary for Kaseya to fulfill its obligations and exercise its rights under this Agreement including applicable Product Terms of Use and Orders. You or the End-User (as applicable) is responsible for the collection, accuracy, quality, completeness and legality of the Content and the means by which the End-User acquired rights to the Content for use with the Product, and Kaseya will 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 Content. You bear sole responsibility for adequately controlling, processing, storing and backing up Customer Content.
- b. Rights in the Content. Except for the limited license granted hereunder, you or the End-User (as applicable) retain all existing rights in and to Content. Kaseya will use and process the Content as necessary to provide and support the Products, and will not otherwise access Content other than as permitted under this Agreement, the applicable Terms of Use, as or as authorized by you for support. If you authorize an End-user to directly use or support a Product, including any features designed to be accessible to your End-User, as between you and Kaseya, you are responsible for all such access and use by the End-User.

- c. Personal Information and Privacy. Products may be configured to designate the geographic region where Content associated with a Product is stored. Kaseya complies with the EU-US Data Privacy Framework (EU-US DPF) and the UK Extension to the EU-US DPF, as well as the Swiss-US Data Privacy Framework (Swiss-US DPF). Kaseya has certified to the U.S. Department of Commerce that it adheres to the EU-US Data Privacy Framework Principles with regard to the processing of personal data received from the European Union and the United Kingdom, and certified to the Swiss-US Data Privacy Framework Principles with regard to the processing of personal data received from Switzerland. (collectively, the “Privacy Framework Principles”). In addition, the Kaseya standard European, Swiss and/or UK Data Processing Addendum(s) (each a “Kaseya DPA”) are incorporated into this Agreement if a Product is configured to store Content in the European Economic Area, the United Kingdom, Switzerland. A copy of the Kaseya DPAs are available in the KaseyaOne Portal, or by request made to your Kaseya Account Manager. If a Product is configured to store content in the United States and is used to process personal information of California consumers under the California Consumer Privacy Act of 2018, as amended, and the final regulations thereunder (collectively the “CCPA”), Kaseya will comply with the CCPA and we are a “service provider” with respect to the personal information of California consumers we process. We will not sell such personal information and will not retain, use or disclose such personal information for any purpose other than for the purpose described in this Agreement, the applicable Product Terms of Use, or as otherwise permitted by the CCPA or applicable law. More information about how Kaseya processes personal information can be found in our Privacy Statement, accessible [here](#). If there is a conflict between this Agreement and our Privacy Statement, the Privacy Statement shall govern. If there is a conflict between this Agreement and a Kaseya DPA, the Kaseya DPA shall govern. In all cases, and despite any conflict with any Kaseya agreement or statement, the Privacy Framework Principles shall govern.
- d. Security. We use physical, technical and administrative safeguards designed to help secure the Products and Content under our control against accidental or unauthorized loss, access or disclosure. However, no system of data transmission, storage or retrieval can be made entirely impenetrable and despite the measures employed, the Products and Content are not guaranteed against all security threats or other vulnerabilities, and you acknowledge that you use the Products with all Content at your own risk. Notwithstanding anything to the contrary in this Agreement, Kaseya’s security measures extend only to those systems, networks, network devices, facilities and information technology components over which Kaseya has control. You are responsible for the proper configuration and maintenance of physical, administrative and technical safeguards as they relate to access and use of the Product, accounts and Content. In no event will we be responsible, nor will we have any liability, for physical, administrative, or technical controls related to the Product or Content (including without limitation Personal Information) that you control, including but not limited to access credentials (including passwords), network connectivity and internet connectivity. You agree to (i) change your passwords and other access credentials to Products and Portal Accounts on a regular basis and immediately upon becoming aware of any unauthorized access to, or use of, your Products or Portal Account(s) or any other compromise involving Products or your Portal Account(s); and (ii) promptly apply any updates, upgrades, modifications or other Enhancements that Kaseya determines is necessary or appropriate to maintain the security, confidentiality, integrity, availability or performance of the Product.
- e. Feedback. If you provide us with reports, comments, suggestions, ideas or other feedback regarding the Products or our business, whether written or oral (collectively “Feedback”), you do so without any expectation of compensation. You hereby grant us a worldwide, irrevocable, transferable, perpetual, royalty-free right and license to use the Feedback to improve the Products, develop new Products and for any other purpose, including in all media now known and later developed. The provision of Feedback is strictly voluntary and we are not required to hold it in confidence.
- f. Aggregate Data. Notwithstanding any other provision in this Agreement or otherwise, and provided we comply with Applicable Law, we may evaluate and process use of Products and Content in an aggregated and anonymous manner, meaning in such a way that the individual is not or no longer identified or identifiable (referred to as “Aggregate Data”). We may use and share such Aggregate Data to improve the Products, develop new products, understand and/or analyze usage, demand, and general industry trends, develop and publish white papers, reports, and databases summarizing the foregoing, and generally for any purpose related to our business. We retain all Intellectual Property Rights in Aggregate Data. For clarity, Aggregate Data does not include personally identifiable information or information that can identify any individual.
- g. Administrative Data. Administrative Data includes operational data and telemetry concerning use of the Products and Portals, such as information that servers record relating to the access and use of the Products and Portals. Administrative Data may include IP addresses, authentication tokens, machine identifications, access logs, device settings and Portal settings. Administrative Data is processed by us to provide and operate the Products and Portals, bill and invoice you, measure customer experience and adoption, monitor security, conduct investigations, develop new products and operate and improve our business, and you agree that we may use such Administrative Data for any such purpose.

## 9. TERM AND TERMINATION

- a. Term. This Agreement will commence upon the earlier of: (i) your acceptance of this Agreement by electronic or written means, (ii) your placing an Order for Product or; (iii) your use or resale of a Product, and then will continue until terminated in accordance with the provisions of this section (the “Term”). The Term of this Agreement is independent of the Committed Service Term applicable to any individual Service Subscription, which will in each case be set forth in the Order. Even if terminated, this Agreement shall continue to govern Service Subscriptions (and our relationship with respect to such Service Subscriptions) that extend past the Term, until such Service Subscriptions expire or are terminated.
- b. Termination for Convenience. Either Party may terminate this Agreement, at any time, without cause, upon 30 calendar days written notice. Termination of this Agreement for convenience will not terminate a Service Subscription that was purchased prior to termination until the end of the applicable Committed Service Term (a “Trailing Subscription”). You are required to continue to make



payments for a Trailing Subscription until its expiration and, this Agreement shall continue to govern Trailing Subscriptions (and our relationship related to the Trailing Subscriptions) until expiration of the Trailing Subscriptions.

- c. Termination for Material Breach. Each party will have the right to terminate this Agreement upon notice to the other party if such other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. Kaseya may terminate this Agreement and/or any individual Service Subscription at its discretion, effective immediately, for: (i) non-payment that is not cured within ten (10) days after notice; or (ii) your violation of Section 2 (Use of Products and Restrictions) or Section 13 (Compliance with Laws). We may also terminate this Agreement immediately upon notice to you if you use Products in a way that damages or likely could cause damage to Kaseya or a third party, or engage in abusive or threatening conduct or communications toward us or about us.
- d. Effect of Termination. Immediately upon either of us serving the other with notice of termination, you may not order or sell any additional Products without our express written consent. Upon termination, (i) we may terminate your Portal access except to the extent needed by you to manage Trailing Subscriptions; (ii) any amounts you owe to us will be immediately due and payable; (iii) and all rights and licenses granted hereunder will terminate and you must cease the use, marketing and distribution of the Products and Kaseya Marks except to the extent required for you to manage Trailing Subscriptions.
- e. Use of Product After Termination. Termination of this Agreement does not affect any of our rights with respect to End Users' use of the Products that were purchased from you. If you used Product to provide Managed Services to an End User, and if we possess the End User's Content in our Cloud, we may assume your role with respect to such End User and/or may assign such End Users to a different Kaseya customer.
- f. Deletion of Data. If termination of this Agreement also leads to termination of Service Subscriptions, we reserve the right to permanently delete all related Content or disable access to such Content from any remotely located servers owned by us or under our control, and we shall not be liable for such actions.
- g. Survival. Notwithstanding anything to the contrary, the following provisions will survive termination of this Agreement: (i) those that by their express terms survive; (ii) those that by their nature may be reasonably inferred to survive, and; (iii) Sections 7 through 12, Section 14, Section 15, Subsections 4(a), 4(d), 6(f) through 6(h).

## 10. WARRANTIES AND LIMITATIONS ON LIABILITY

- a. Mutual Warranties. Each party represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of its place of incorporation or formation; (ii) it has the authority to enter into this Agreement and to perform its obligations and grant the rights and licenses provided herein; and (iii) by entering into this Agreement it is not in violation of any previous agreement or obligation between it and any third party.
- b. Limited Kaseya Warranties. Warranty terms for hardware Products provided by Kaseya are found in the applicable Product Terms of Use. Kaseya warrants that for a period of thirty (30) days from your first use of Software and Services, the Software and Services will operate substantially pursuant to the Documentation for the Software and Services. Warranty claims must be reported to Kaseya within the applicable Warranty period, and defects must be capable of being observed or reproduced by Kaseya. Kaseya's obligations and your sole remedy with respect to any valid Warranty claim is limited to one of the following as determined by Kaseya: (i) repairing the defect; (ii) replacing Product with product or services that are equivalent in performance and reliability; or (iii) in the case of Service Subscriptions, terminating the Subscription and issuing a credit for prepaid amounts or, in the case of hardware, issuing a credit for the hardware upon its return to Kaseya.
- c. LIMIT ON WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, DATA SECURITY, OR ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE PRODUCTS WILL MEET ANY END USER, MANAGED SERVICE PROVIDER OR OTHER REQUIREMENTS OR THAT THE OPERATION OF ANY PRODUCT WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE, FREE OF HARMFUL COMPONENTS OR THAT ALL ERRORS WILL BE CORRECTED. PRODUCTS ARE TOOLS FOR ASSISTING CUSTOMERS RUN AND PROTECT THEIR BUSINESSES OR THOSE OF THEIR CLIENTS, AND ARE NOT A SUBSTITUTION FOR APPROPRIATE INSURANCE, SUCH AS CYBER LIABILITY OR PROFESSIONAL LIABILITY INSURANCE. PRODUCTS ARE NOT DESIGNED OR INTENDED FOR USE IN LIFE DEPENDENT OR HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE PERFORMANCE SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS WHERE THE FAILURE OF THE PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, PHYSICAL DAMAGE OR ENVIRONMENTAL DAMAGE. EXCEPT FOR REPRESENTATIONS SPECIFICALLY MADE BY US IN WRITING, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCT'S COMPLIANCE WITH LAWS AND REGULATIONS THAT ARE SPECIFICALLY APPLICABLE TO ANY END USER OR INDUSTRY AND DISCLAIM ALL LIABILITY ASSOCIATED THEREWITH. THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO SUPPLIERS OF ANY THIRD-PARTY COMPONENTS INCLUDED IN THE PRODUCTS WILL BE LIABLE FOR ANY DAMAGES WHATSOEVER.
- d. No Professional Advice and Revenue Guarantee. Certain of our Products may provide a platform and framework through which you can calculate taxes, track compliance to regulations, aid in accounting obligations, or other such services. YOU UNDERSTAND THAT

THE PRODUCTS ARE NOT INTENDED TO PROVIDE PROFESSIONAL ADVICE, AND ARE NOT A SUBSTITUTE FOR LEGAL, ACCOUNTING, FINANCIAL, COMPLIANCE, OR OTHER TYPES OF ADVISORS OR EXPERTS. Results, reports, sample agreements, templates and other information generated by or provided through our Products are opinions and must be reviewed by you in consultation with your professional advisors. We make no promise or guarantee that you will obtain or receive any minimum revenue or profit as a result of this Agreement or using or selling the Products.

- e. LIMITATIONS AND EXCLUSIONS OF LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL WE OR OUR LICENSORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR COSTS, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, VALUE OF LOST OR DAMAGED DATA OR THE COST OF RECREATING THE SAME, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. IN NO EVENT WILL WE BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS. TO THE FULLEST EXTENT ALLOWED BY LAW, OUR TOTAL LIABILITY (AND THAT OF OUR SUPPLIERS/LICENSORS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR OUR RELATIONSHIP, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL BE LIMITED TO DIRECT DAMAGES ONLY IN AN AMOUNT EQUAL TO THE FEES RECEIVED BY US RELATED TO THE SPECIFIC HARDWARE UNIT OR PRODUCT SERVICE SUBSCRIPTION OF THE INDIVIDUAL END USER ACCOUNT IN THE SIX (6) CALENDAR MONTHS PRIOR TO THE INCIDENT GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
- f. Essential Basis. The disclaimers, exclusions and limitations of liability set forth herein form an essential basis of this Agreement and have been relied on by both of us, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement and the Fees applicable to the Products would be substantially different.

## 11. INDEMNIFICATION

- a. Indemnification by Kaseya. We agree to defend you from and against (or at our option settle) any third-party claims that a Product in the form supplied to you under this Agreement infringes or misappropriates a third party's patent, copyright or trademark rights in the United States and we will indemnify and hold you harmless from all damages, costs, and similar liabilities ordered by a court or agreed upon by Kaseya in settlement in connection with any such claim. Our indemnification obligations will not apply to (i) claims of infringement to the extent based on your combination of the Product with other products, services, software or marks if the infringement could have been avoided by the use of such Product not in such combination; (ii) any modifications to the Product not made by us; (iii) any damages incurred as a result of your failure to use any update to the Product we provide; (iv) use of a Product in a manner that does not conform to its Specifications; or (v) a Product-related claim stemming from your specific directions (these exceptions (i) through (v) collectively will be referred to as "IP Exclusions"). If we determine that a Product is or may be subject to an infringement claim, we may, at our option: (1) procure for you the right to continue using or distributing the Product in accordance with this Agreement or (2) replace or modify the Product so it becomes non-infringing. If we determine that neither of these options is commercially practicable, we may terminate this Agreement or your ability to further use or distribute such Product upon written notice to you. This Section represents your sole and exclusive remedy and Kaseya's sole and exclusive liability for any claims based on Kaseya's infringement of intellectual property or other proprietary rights.
- b. Your Indemnification of Kaseya. You agree to defend us, our licensors and Affiliates, and the officers, directors, employees and representatives of each of them (each a "Kaseya Indemnified Party"), from and against all damages and costs incurred as a result of a third-party claim and you will indemnify and hold all Kaseya Indemnified Parties harmless from all damages, costs, and similar liabilities in connection with any such claim, to the extent the claim arises out of (i) your breach of this Agreement; (ii) your negligence or other acts or omissions resulting, in whole or in part, in a third party claim being asserted against us; (iii) any of the IP Exclusions referenced in subsection (a), above; (iv) your actions in excess of the authority granted to you by any End User; (v) your failure to secure Content, any personally identifiable information or Confidential Information in a reasonable manner (such as, for example, your failure to encrypt in transit or at rest when available or properly protect passwords or other access credentials); (vi) your breach of Applicable Law involving the Products; and (vii) except for claims of infringement or misappropriation for which we are responsible under subsection (a) above, a claim brought by any of your End Users (both organizations or individuals) arising out of or related to the End User's relationship with you.
- c. Process. The foregoing indemnification obligations are conditioned on any of the indemnified parties: (i) notifying the indemnifying party promptly in writing of such action; (ii) reasonably cooperating and assisting in such defense; and (iii) giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party, without consent.

## 12. AUDIT/EXPENSES

- a. Audit. You will retain all records and documentation with regard to your compliance with this Agreement throughout the Term and for three (3) years thereafter. At all reasonable times during the Term and such subsequent three (3) year period, we or our duly authorized representative will be permitted access to such records and documentation for purposes of auditing and verifying compliance with this Agreement upon 5 business days prior written notice, during your regular business hours.

- b. Tracking Deployment and License Use. Products may be programmed to track the number of deployed License Units (such as seats, authorized devices, or users). You hereby consent to such tracking and shall not, directly or indirectly, circumvent, impede or obstruct such tracking or reporting. You grant Kaseya the right to track and monitor use by all End-Users and you will provide access to your records, personnel and representatives, during your normal business hours to verify compliance with this Agreement, including such License limits. If an audit reveals that Licenses used by you exceeded the amounts paid for and that additional amounts are owed, you shall pay such amounts immediately. Kaseya will bear the cost of the audit unless the audit reveals that the additional amounts owed are in excess of five percent (5%) of the total License Fees paid during the audited time period, in which case the reasonable cost of the audit shall be paid by you.
- c. Costs and Expenses. Except as expressly stated, each of us will bear all costs and expenses incurred in performing our respective obligations under this Agreement, including expenses related to marketing of the Products, and you are not entitled to receive any fees, commissions, or other payments for the performance of your obligations.

### 13. COMPLIANCE WITH LAWS

- a. All Applicable Laws. You represent and warrant that in the performance of this Agreement, you will comply, and will cause your employees, directors, officers, suppliers and independent contractors to comply with all Applicable Laws and regulations related to your activities under this Agreement. You will not cause us or our Affiliates to be in violation of any Applicable Laws or regulations. You will respond to our requests for information, to the extent reasonable and related to our efforts to ensure compliance with Applicable Laws and regulations.
- b. Subcontractors. You are expected to use Products yourself or sell directly to your End User clients as part of Managed Services, and not through additional sales channels unless otherwise agreed to by Kaseya in writing. You may not retain any third-party broker, agent, sub-reseller, or other contractor to perform of your obligations under this Agreement, unless such third party is approved by us in writing or otherwise in accordance with standards approved by us in advance. We may withhold or withdraw such approval in our sole discretion.
- c. Compliance, Required Permits and Authorizations. You will, at your own expense, obtain and maintain through the term of the Agreement all licenses, permits, certifications, reports, approvals and other authorizations required and will otherwise comply with all laws governing the importation or distribution of the Products into and throughout the permitted Territory and will pay (and reimburse us if we are required to pay) all related governmental charges and related expenses.
- d. Export Compliance. You represent and warrant that you: (i) will comply with all import laws, export laws, restrictions, product certification requirements, national security controls, and regulations of the United States, the European Union and any other applicable jurisdiction in the Territory; (ii) will not import, export or re-export or allow the import, export or re-export of the Products, or any Content through use of the Products, in violation of any such import laws, export laws, restrictions, controls or regulations. Such laws include, but are not limited to, the US Export Administration Regulations, the laws and regulations of the Office of Foreign Assets Control, and the International Traffic in Arms Regulations. Without limiting the generality of the foregoing, each party agrees that it does not intend to nor will it, directly or indirectly, engage in any import, export or reexport of the Products or services or use or access of any Products or services to (i) any territory that is subject to a U.S. economic embargo or prohibition, or to any national of any such territory, wherever located, (ii) to any entity or individual who such party knows or has reason to know is engaging in the design, development or production of nuclear, chemical or biological weapons, or missile technology, or (iii) to any entity or individual who has been prohibited by the US, European or other applicable government from participating in import or export transactions. We reserve the right to refuse sales of Products, terminate, suspend or limit functionality or the provision of Products, or take other actions in order to comply with any such laws or regulations without liability to you or any third party.
- e. Corrupt Practices. You agree to comply with all Applicable Laws relating to anti-bribery and anti-corruption compliance, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977 as amended (the "FCPA"), any guidance issued by the U.S. government from time to time regarding the FCPA, and other applicable anti-corruption, anti-fraud, embezzlement, anti-money laundering, and antiterrorist financing laws and regulations (collectively, "Anti-Corruption Laws"). You will not, with a corrupt, improper, or illegal intention, directly or indirectly, offer, promise, authorize, pay, give, solicit, or accept any money, favor, advantage, bribe, kickback, or anything else of value to or from an Official or any other individual or entity, whether in the public or private sector, for purposes of obtaining, retaining, or directing business, regulatory approvals, or any other improper advantage. Neither you nor, to your knowledge, any of your Affiliates' respective owners, officers, directors, employees, subcontractors or, to your knowledge, any immediate family member of the foregoing persons (collectively, "Interested Persons") is an Official who has not otherwise been disclosed as such to us in writing. You will notify us promptly if (i) an Interested Person becomes an Official or (ii) an Official becomes an Interested Person or acquires a personal interest in your income.
- f. Developments. You will use your best efforts to promptly advise us in writing of any statute, regulation or other law in the Territory that is not the United States, if applicable, that is or comes into effect during the term of the Agreement and that affects the importation, exportation, sale promotion, provision or protection of the Product or services or which otherwise has a material effect on the parties' rights or obligations under the Agreement.
- g. Government Registration. If any approval or registration of this Agreement ("Required Registrations") is required in order to give the Agreement legal effect within the Territory, or with respect to exchange regulations or requirements so as to assure the right of remittance abroad of sums due to us, you agree, at your sole expense, to take whatever steps may be necessary to secure such Required Registrations prior to commencing within any jurisdiction in the Territory any activities which are subject to such approval or registration.



- h. Policies/Procedures. You will maintain and comply with Kaseya policies and procedures which are (i) substantially consistent with the foregoing representations, warranties, covenants and certifications, and (ii) aid in compliance with all Applicable Laws and regulations applicable to you and us, including, but not limited to, the laws described in this Section.
- i. Notification and Cooperation. You have in good faith provided to us and/or our agents and advisors all documents and information of the character and type requested by us in writing in the course of any corporate and anti-corruption due diligence review of you. You will immediately notify Kaseya if you have any information or suspicion that there may be a violation of Applicable Laws. You will reasonably cooperate with us in regard to any matter, dispute, or controversy related to this Agreement and in which we may become involved and of which you may have knowledge. Such obligation will continue after the expiration or termination of this Agreement.

#### 14. GOVERNING LAW; CLASS ACTION AND JURY TRIAL WAIVER

- a. Governing Law and Venue. All disputes, controversies, actions or proceedings relating to, or arising out of, this Agreement, your relationship with Kaseya and/or the creation, production, manufacture, distribution, promotion, marketing, advertising (including oral and written statements), use of or sale of any and all of our Products and Services, including any claim you may have against past or present Kaseya employees, officers, directors or agents (collectively "Claims"), shall be governed, construed and enforced exclusively in accordance with the laws of the State of Delaware, USA, without reference to conflicts of law principles and nothing in this Agreement will be deemed to exclude or limit the liability of either party which cannot be limited or excluded by such applicable law. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement nor to any dispute arising out of this Agreement. The adjudication of Claims shall be subject to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida, and must be filed within two (2) years after the Claim accrued. If Kaseya commences litigation of a Claim, Kaseya shall be entitled to recover reasonable attorneys' fees, costs and other expenses.
- b. No Class Actions or Jury Trial. You shall not have the right to participate in a representative capacity, or as a member of any class of claimants pertaining to any Claim. Claims must be brought on an individual basis, and you hereby waive your right to, and agree that you will not, bring (or join) a Claim as a plaintiff or a class member in a class, consolidated litigation or other such proceeding. Each party hereby waives all respective rights to a trial by jury regarding any Claims.

#### 15. ADDITIONAL PROVISIONS

- a. Nature of Relationship. Each of us enters into this Agreement as an independent contractor and neither of us may act or represent ourselves as an agent or joint venturer of the other.
- b. Government Contracts. If the Products are to be used in the performance of a government contract or subcontract, no government requirements or regulations will be binding on us unless we specifically agreed in writing. The Products are comprised of "commercial computer software" and "Commercial computer software documentation" as such terms are used in the Code of Federal Regulations.
- c. Construction. The section headings in this Agreement are for convenience of reference and will not be deemed to be a part of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party will not be applied in the interpretation of this Agreement.
- d. Enforceability. If any provisions herein are deemed invalid, illegal, or unenforceable, the validity, legality and enforcement of the remaining provisions will not be affected or impaired.
- e. Electronic Communications. You consent to receive communications from us in electronic form and agree that all agreements, including this Agreement, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement as if in writing.
- f. Assignment. You may not assign this Agreement or any rights or obligations hereunder (including with respect to any individual Product, Order, Service Subscription or Content), without our express written consent. Any assignment or transfer in violation of the foregoing will be null and void. Kaseya may assign this Agreement, Orders or Service Subscriptions in whole or in part.
- g. Force Majeure. Any delay in or failure of performance of either party (excluding obligations to pay for Products) will not constitute a default under this Agreement or give rise to any claim for damages to the extent such delay or failure of performance is caused by an event beyond such party's reasonable control such as, for example but not limitation, war, viruses, acts of public enemies, acts of terror, Third-Party Technology, law or regulation, governmental or court order, severe weather, utility failures, labor strikes, natural disasters, acts of God, and telecommunication or Internet service interruptions.
- h. No 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 by the other party of obligations of the same type or a different type under this Agreement.
- i. Counterparts and No Third Party Beneficiaries. This Agreement may be executed in counterparts, each of which will be deemed an original. Each member of the group of companies of which Kaseya may be the parent or subsidiary shall be a third party beneficiary to this Agreement and entitled to directly enforce and rely upon any provision of this Agreement. Other than the foregoing, no other person or company shall be a third party beneficiary to this Agreement.
- j. English Language. This Agreement has been drafted in the English language and such version will be controlling in all respects and any non-English version is solely for accommodation purposes.

k. Notices. All legal notices required or permitted hereunder will be in writing and may be delivered by nationally recognized courier (e.g., UPS, FedEx) and will be deemed effective upon receipt as evidenced by delivery confirmation. Legal notices will be sent to you at the main address that Kaseya has on record in your account information. Notices to us must be sent to 701 Brickell Avenue, Suite 400, Miami, Florida 33131, Attn: General Counsel. In addition, Kaseya may send any notice required or permitted hereunder to you by first class mail or by email to your address on record in Kaseya's account information. Such notice will be deemed effective upon the earlier of: (i) email delivery; (ii) 48-hours after sending by first class mail, or (iii) 12 hours after sending by email. We will have no responsibility for failure to provide notice due to your failure to maintain current and accurate contact information with Kaseya.

l. Remedy. The rights and remedies of the parties will be cumulative (and not alternative).

m. Entire Agreement. This Agreement, the applicable Product Terms of Use, Orders, including all referenced terms therein, or other applicable terms agreed to by both you and Kaseya, together constitute the entire understanding of the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement or any Order will be binding on us or amend this Agreement or existing Order unless it is in writing, generated by Kaseya on its standard forms (an email is not sufficient for this purpose) and duly authorized by a Kaseya Vice President or higher Kaseya personnel. Any inconsistent or additional terms contained in any of your purchase orders, sales confirmations or any other communications are deemed material changes which we hereby expressly reject. Our fulfillment of any Order will not constitute acceptance of any such additional or inconsistent terms and conditions.

n. Updates to this Agreement. We may update this Agreement (including referenced documents like Terms of Use) from time to time. We will notify you of changes by posting the updated Agreement on the appropriate Portal or website, and/or by sending a message to a primary account user for your organization. The updated Agreement will be effective 30 days from our notice unless you notify us that you object within such 30 days, provided that updated Agreements that apply only to future purchases or renewals shall take effect immediately. By continuing to participate as a customer without objection, you agree to comply with the updated Agreement. Should you object to an updated Agreement Kaseya may, in its discretion, allow you to: (a) terminate the applicable Committed Terms without further payment obligation, or; (b) allow the previous set of Terms to continue to apply through the end of the Committed Terms. However, should you fail to terminate a Subscription Service at the end of the Committed Term, you hereby agree that the updated Agreement shall apply during the renewal term.

o. Publicity. You grant us the right and license to identify you as a Kaseya customer and (a) refer to you by name, trade name and trademark, if applicable, as well as (b) briefly describe your business in our marketing materials.

## 16. DEFINITIONS

"Administrative Data" means data concerning registration, use and administration of Products that we may capture and may make available to you. For example, Administrative Data includes telemetry, logs that we keep regarding access to and use of the Portals, as well as access to and downloading of Content. Administrative Data does not include the Content itself.

"Affiliate" means an entity directly or indirectly controlling, controlled by or under common control with an entity.

"Applicable Laws" means any applicable law, rule, regulation, directive, code, order or other requirement applicable to a party in any jurisdiction contemplated by this Agreement.

"Confidential Information" means any business, operational and/or technical information that is designated as confidential or that a reasonable person would believe to be confidential given the nature of the information or the circumstances of disclosure. Confidential Information may be oral, written, electronic, or in any other format and may include: information regarding the terms and conditions of this Agreement, the Products or Service; Intellectual Property Rights, Kaseya's pricing offered to you, discounts, marketing and business plans or opportunities, roadmaps, finances, penetration test results and other security information, third party audit reports, Beta Products and Portal content. Confidential Information does not include Content, Feedback, Administrative Data or Aggregate Data. Also, Confidential Information does not include any information that: (i) was publicly available at the time of disclosure; (ii) became publicly available after disclosure through no fault of the receiving party; (iii) was known to the receiving party prior to disclosure by the disclosing party or (iv) was rightfully acquired by the receiving party after disclosure by the disclosing party from a third party who was lawfully in possession of the information and was under no legal duty to maintain the confidentiality of the information.

"Content" means all data and other content that is submitted through our Product platforms or otherwise made available to Kaseya through use of the Products by you, by an End-User, or on behalf of you or an End-user. An example of Content is your data that you may back-up through one of our backup Products.

"Documentation" means the current data, information and other content that we make available to you under this Agreement regarding our Products, Kaseya Services, or other information as updated from time to time. Examples of Documentation include Specifications and information we provide to you through our Portals like white papers, user manuals, KB articles, instructions, technical data sheets or industry information.

"End User" means the person or entity that purchases a Product (either directly from Kaseya or through a channel partner, including you) for its own use and not for resale and owns, licenses, lawfully controls or uses Content, or for whose benefit Content is held, transmitted, or monitored in connection with any Product. End User may also be referred to in certain Product Terms of Use, Portals or Specifications as Customer, Content Owner, Network Owner or Client.

“End User Terms” means terms related to certain Products and the substance of which must be included in a valid, enforceable contract between a you and an End User. End User Terms are typically identified in the applicable Product Terms of Use.

“Fees” means subscription fees, hardware pricing, and other such fees and pricing set forth in this Agreement, an Order (including a SOW), or other such documentation for the purchase and license of Products.

“Kaseya Marks” means Kaseya’s trademarks, service marks, trade names, brands, domain names, URLs, logos and other proprietary indicia (whether or not registered).

“Kaseya Services” means all services provided by or on behalf of Kaseya, including without limitation, the business continuity, backup, disaster recovery, routing, file sharing, networking, hosting, remote monitoring and management, Professional Services, technical support, training, business management, Portals, or other applications offered by Kaseya. The term Product includes the associated Kaseya Services.

“Kaseya Software” means software technology and other Intellectual Property Rights of Kaseya and its licensors in or comprising any Product, as well as updates, upgrades and modifications thereto, including any embedded software on hardware devices and any agent software loaded onto endpoints. The term Product includes the associated Kaseya Software.

“Intellectual Property Rights” means all intellectual property rights, however arising and in whatever media, whether or not registered, including patents, copyrights, trademarks, service marks, trade names, design rights, database rights, domain names, trade secrets or other proprietary rights and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

“License” means the right to use a Product pursuant to the terms of this Agreement and as defined in the applicable Documentation. Licenses are measured in the form of a “License Unit” which varies depending on the Product, and may be in the form of storage units, seats, protected endpoints, or other such License Units.

“Managed Services” means managed services provided by you to End Users (such as, for example, your Clients) through use of the Products.

“Marketing Materials” means press releases, advertising materials, and any other items or information in any medium provided by or on behalf of Kaseya for use by you in publicly promoting the Products.

“Official” means (i) a director, officer, employee, contractor, or agent of any government, military, or state-owned or Affiliate; (ii) any department, agency, corporate entity, instrumentality or political subdivision of any government or military; (iii) any person or commercial entity acting in an official capacity for or on behalf of any government or military; (iv) any candidate for political office, any political party or any official of a political party; or (v) any officer, employee, contractor, or agent of any public international organization such as the United Nations or the World Bank.

“Order” means the ordering documentation for the initial or any renewal purchase of a Product, including a Service Subscription that specifies, as applicable, the Product, Service Subscription, License quantity, applicable Fees, billing period and other charges as agreed to between you and Kaseya. An Order may be generated at the time of purchase in a Portal store, by provisioning in any Product Portal, at Service registration, and/or by separate written or electronic document. The term Order includes Statements of Work or similar document that describes Products and Kaseya Services. Orders shall be subject to and incorporate by reference the terms of this Agreement and the applicable Product Terms of Use.

“Portal” means any web-based application, platform or portal provided by Kaseya that contains information related to Kaseya as well as the purchase, use, management, support and/or resale of the Products.

“Products” means any product or service made available by Kaseya, including Kaseya Services, Kaseya Software, hardware products and Portals, as well as all Enhancements and Documentation related to all of the foregoing, that you use, resell or distribute according to the terms and conditions of this Agreement.

“Product Administrator” means a party (other than Kaseya) authorized by an End User to control, manage, support and/or use a Product for the benefit of that End User. The term Product Administrator includes you when you provide Managed Services to an End User.

“Product Terms of Use” means individually and collectively, the terms and conditions issued by Kaseya that are applicable to the use of each Product. Many Product Terms of use are listed in Section 2, but some may be elsewhere, including within Product Platforms or on the websites of certain Kaseya Affiliates.

“Professional Services” means implementation, configuration, integration, deployment, administration, customization, training, management and other services that are provided by or through Kaseya. Professional Services do not include the base SaaS services that are part of a Service Subscription. An Order for Professional Services may be referred to as a “Statement of Work.”

“Service Subscription” means a subscription to the Kaseya Services as specified on an Order and describe the license you have to use a Product, such as, for example, the length of the Committed Service Term, License Unit measurement, retention periods, storage allotment, or other features. Details of Service Subscriptions vary depending on the Product.



“Specifications” means the policies, Documentation, price sheets, knowledge base articles, user manuals and any technical publications, and materials, as applicable, made available by Kaseya that describe the features and functionality of a Product. Kaseya shall be bound only by the current Specifications that are issued by Kaseya.

“Territory” means the geographic area in which you are authorized to use, market and/or resell the Products. In no event will Territory include any jurisdiction where the sale or use of the Products is prohibited by Applicable Law.

Exhibit A

Please note that the information in this Exhibit is subject to change upon notice to you at any time in Kaseya’s discretion.

If your billing address as registered with Kaseya is in the following country:	The Kaseya Master Agreement is between you and the following Kaseya Entity:
Australia	Kaseya Australia Pty Ltd.
Canada	ITG Software ULC
Germany	Kaseya International Deutschland GmbH
India	Kaseya Software India Private Limited
The Netherlands	Datto Netherlands BV
The United Kingdom, the Channel Islands, Isle of Man, Gibraltar and certain other Crown Dependencies (please check with Kaseya)	Datto Europe Limited
The United States	Kaseya US, LLC
All other countries in which a particular product or good is certified for use, and export and use are allowed by Applicable Law	Kaseya Limited



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