



SUBSCRIPTION END USER SOFTWARE LICENSE AGREEMENT

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 - 1.5. “**Hardware**” has the meaning set forth in Section 10.
 - 1.6. “**Licensee’s Customers**” has the meaning set forth in Section 2.



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 - 11.1. **Payment Terms.** Licensee shall pay to Kaseya the Fees due for the Software in accordance with terms of this Agreement and any applicable Order Form. Except as otherwise specified herein or in an Order Form, (a) fees are based on Software licensed and Services purchased and not actual usage, (b) all payment obligations under this Agreement are non-cancelable and non-refundable, and (c) quantities purchased cannot be decreased during the relevant subscription term. Any payments more than thirty (30) days overdue will bear a late payment fee of 2.0% per month, or, if lower, the maximum rate allowed by law. All amounts payable by Licensee are exclusive of any taxes, fees, duties, shipping, or other charges, however designated, now or hereafter levied. Licensee will be responsible for all taxes (other than Kaseya income taxes), fees, duties, shipping or other such charges under this Agreement. Licensee



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12. **Term; Termination; Suspension.**

12.1. Term. Licensee is bound for the entire Term of this Agreement. "Term" is defined as the period of time beginning on the Effective Date and ending on the date set forth in the Order Form, or, if later, the expiration date of any SOW. If the Order Form does not contain a termination date, the Term ends on the later of the three-year anniversary of the Effective Date and the expiration date of any SOW. Except as otherwise specified in an Order Form, at the end of any Term, subscriptions will automatically renew for additional Terms equal to the length of the expiring Term unless either party gives the other party notice of non-renewal at least 30 days before the end of the relevant Term. Except as otherwise specified in an Order Form, pricing during any automatic renewal Term will be the same as that during the immediately preceding Term plus an increase not to exceed five percent (5%) plus any increase in the Consumer Price Index published by the U.S. Bureau of Labor Statistics during the immediately prior year, in Kaseya's sole discretion.

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13. **Indemnification.**

13.1. Kaseya Indemnification. Kaseya agrees to defend, indemnify, and hold harmless each of Licensee, its affiliates, and respective officers, employees, consultants, shareholders and representative from and against any and all claims, liabilities, damages, and/or costs (including attorneys' and expert witness fees, costs and other expenses) arising out



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- 16.1. Licensee Representations. Licensee represents and warrants that: (a) the individual signing or accepting this Agreement has all necessary corporate or other authority to bind the entity that it purports to make party hereto, (b) Licensee has all necessary corporate or other authority or licenses to perform its obligations hereunder.
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that any actual or threatened breach of the licenses granted herein will (a) constitute infringement or misappropriation of Kaseya's intellectual property rights and (b) cause immediate, irreparable harm to Kaseya for which monetary damages would be an inadequate remedy and for which injunctive relief is an appropriate remedy, in addition to any other remedy available to Kaseya.

- 16.10. Entire Agreement; Severability. Subject to the other terms and conditions of this Agreement, this Agreement is the entire agreement between Kaseya and Licensee regarding Licensee's use of the Software, and supersedes and replaces any previous communications, representations, or agreements, or Licensee's additional or inconsistent terms, whether oral or written. In the event any provision of this Agreement is held invalid or unenforceable the remainder of the Agreement will remain enforceable and unaffected thereby. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing, signed by both parties.
- 16.11. Force Majeure. Each party's obligation (other than Licensee's obligation to pay Fees when due) shall be suspended during any period that the party is rendered incapable of performing by virtue of any criminal acts of third parties, war, viruses, acts of public enemies, severe weather conditions, utility failures, strikes or other labor disturbances, fires, floods, other natural disasters, other acts of God, unforeseeable acts of employees, telecommunication or interruption of Internet service, or any causes of like or different kind beyond any reasonable control of the party.
- 16.12. Waiver. The failure of either party to insist in any instance upon any payment or performance when due by the other party, shall not relieve such other party of any of its obligations with respect to such performance, or constitute a waiver of such party's right to insist upon the full and timely performance in the future of any of the other party's obligations under this Agreement.
- 16.13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party.

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

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