**SUBSCRIPTION END USER SOFTWARE LICENSE AGREEMENT**

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	4. **“Fees”** means the subscription and other fees set forth in this Agreement or any Order Form or SOW for the purchase of Software licenses, Hardware, or Services.
	5. **“Hardware”** has the meaning set forth in Section 10.
	6. “**Licensee’s Customers**” has the meaning set forth in Section 2.
	7. **“Object Code”** means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.
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	9. “**Professional Services**” means implementation and other services requested by Licensee with respect to the Software or the Service.
	10. **“Service”** means the use of the Software as offered by Kaseya on a hosted basis.
	11. “**Software**” means the Object Code form of the Kaseya software licensed under this Agreement, including any updates, upgrades, or other modifications thereof delivered or made accessible to Licensee as part of the Services or otherwise pursuant to this Agreement.
	12. **“SOW”** means a Kaseya-originated, mutually executed statement of work, work order, or other similar document that references this Agreement and which, upon its mutual execution by Licensor and Licensee, will be automatically incorporated by reference into, and governed under, this Agreement.
	13. **“Term”** has the meaning set forth in Section 12.1.
	14. **“Third Party Materials”** means software, interfaces, and firmware, licensed by Kaseya from third parties and which are incorporated into and/or distributed as part of the Software.
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8. **Hardware.** Delivery to Customer of any hardware and software pre-installed on the hardware (together, the “**Hardware**”) shall be made FCA (Incoterms 2010) our or our affiliate’s or subcontractor’s designated facility in Libertyville, IL or Canton, MA or any other location as designated by us from time to time or according to the applicable trade term specified on the Order Form. Risk of loss or damage to such hardware and pre-installed Software and title to any such Hardware shall pass to Customer upon delivery.
9. **Fees and Payment**.
	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 agrees to be responsible for payment for all activity by third parties who access or use the Software through Licensee’s account regardless of whether such activity was authorized by Licensee or not. Licensee is responsible for all incidental charges related to using the Software such as charges for Internet access, third party software licenses, text messaging, or other data transmission.
	2. Payment method; Credit Card Authorization**.** Until all amounts due have been paid in full, Licensee agrees to keep its payment information current at all times and authorizes Kaseya to charge such payment method (including but not limited to credit card, debit card, wire transfer and/or automated clearing house) provided by Licensee, all amounts due under this Agreement, including without limitation, usage beyond the amount specified in the applicable Order Form. All prices are given and must be paid in the currency listed on the applicable Order Form.
	3. Invoicing. Kaseya may invoice Licensee electronically or by paper invoice. Licensee must notify Kaseya within ninety (90) days of the receipt of the invoice of any billing errors thereon. If Licensee does not notify Kaseya within this time, Kaseya will not be required to correct the error and/or make adjustments to Licensee’s account and Licensee hereby waives any claim, allegation or contention with respect to such invoice.
10. **Term; Termination; Suspension.**
	1. Term. Licensee is bound for the entire Term of this Agreement.  “**Term**” is defined as the period of time beginning on the Effective Date and ending on the date set forth in the Order Form, or, if later, the expiration date of any SOW.  If the Order Form does not contain a termination date, the Term ends on the later of the three-year anniversary of the Effective Date and the expiration date of any SOW.  Except as otherwise specified in an Order Form, at the end of any Term, subscriptions will automatically renew for additional Terms equal to the length of the expiring Term unless either party gives the other party notice of non-renewal at least 30 days before the end of the relevant Term.  Except as otherwise specified in an Order Form, pricing during any automatic renewal Term will be the same as that during the immediately preceding Term plus an increase not to exceed five percent (5%) plus any increase in the Consumer Price Index published by the U.S. Bureau of Labor Statistics during the immediately prior year, in Kaseya’s sole discretion.
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	2. Confidentiality. Each party agrees to hold the other party’s Confidential Information in confidence and not to use it for any purpose other than the purposes permitted under this Agreement. Each party agrees to use the same standard of care to protect Confidential Information as it uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. The terms of this Agreement constitute Confidential Information. Confidential Information of the other party may only be disclosed to those Affiliates, employees, contractors and advisors of Company or of Kaseya, as applicable, on a need-to-know basis and who agree to be bound by confidentiality restrictions at least as restrictive as those contained in this Agreement; provided, that nothing shall prevent or prohibit a party from using or disclosing Confidential Information as may be required by law, rule, regulation or legal process. Confidential Information remains at all times the property of the disclosing party. Unless otherwise explicitly set forth herein, no licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied with respect to Confidential Information. Kaseya may identify Licensee as a customer when referring to lists of customers. Furthermore, Kaseya may automatically extract and use Licensee’s data and information internally for the limited use of its research and analysis as may be necessary to enhance and improve the software and services it provides to its customers, provided always that any such retained data or information of Licensee shall be for internal use only and shall be used in a de-identified manner only.
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	11. Force Majeure. Each party’s obligation (other than Licensee’s obligation to pay Fees when due) shall be suspended during any period that the party is rendered incapable of performing by virtue of any criminal acts of third parties, war, viruses, acts of public enemies, severe weather conditions, utility failures, strikes or other labor disturbances, fires, floods, other natural disasters, other acts of God, unforeseeable acts of employees, telecommunication or interruption of Internet service, or any causes of like or different kind beyond any reasonable control of the party.
	12. Waiver. The failure of either party to insist in any instance upon any payment or performance when due by the other party, shall not relieve such other party of any of its obligations with respect to such performance, or constitute a waiver of such party’s right to insist upon the full and timely performance in the future of any of the other party’s obligations under this Agreement.
	13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party.

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

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