

KASEYA RESELLER PARTNER PROGRAM AGREEMENT

This Kaseya Reseller Partner Program Agreement, (the “**Agreement**”) is between Kaseya US, LLC (“**Kaseya**”) and you, the Partner as identified below (“**Partner**” or “**you**”) and is effective as of the date it is accepted by you, which may include click-acceptance (the “**Effective Date**”).

The program described in this Agreement (the “**Partner Program**”) is intended only for the purchase of Kaseya products and services as follows, and by signing this Agreement, you represent that you fulfill such criteria:

- Under the Partner Program, you will purchase only those Kaseya products or services approved for purchase through the Program and listed on the link accessible [by clicking here](#) (“**Products**”) unless additional Products are approved for you, as described herein;
- Under the Partner Program, you will purchase Products only: (a) from an authorized Kaseya distributor; or (b) directly from Kaseya.
 - If you purchase directly from Kaseya, the Kaseya Master Agreement, accessible by [clicking here](#), shall apply to your purchase and the Kaseya Master Agreement is hereby incorporated by reference into this Agreement. Any terms or conditions set forth on your purchase order to Kaseya, or any other of your documentation, shall not apply, and Kaseya rejects such terms.
 - If you purchase from an authorized Kaseya distributor, you may enter into terms and conditions with such distributor which are additional to the terms in this Agreement. Kaseya is not responsible for acts or omissions of the authorized distributor or for the terms that you enter into with that distributor. In all cases, a customers and/or end-user’s use of Products shall be governed by the Kaseya Master Agreement.
- Under the Partner Program, you will purchase Products only for resale to third-party customers, and **not** (i) for your own use, or; (ii) as a managed service provider (“**MSP**”) to service clients or sell to clients for which they provide MSP services.

Breach of the above representations is a material breach of this Agreement.

Partner Information:

Name of Partner: _____

Partner Address: _____

Partner Contact Name: _____ Partner Contact Email: _____

ARTICLE 1 – GENERAL TERMS

- 1.1 Overview. This Agreement (including the Kaseya Master Agreement, the Program and other referenced documentation) allows Partner to participate in the Kaseya Partner Program and to purchase Product for Resale to Partner’s customers under the Program and according to this Agreement (“**Customers**”). Should Partner wish to expand the Products available under the Program to cover other Kaseya products or services, Partner must make that request in writing, and Kaseya may reject or approve such request in Kaseya’s discretion. If Kaseya approves any such request, the parties will mutually agree to such additional Products in a signed writing as an amendment to this Agreement. The parties acknowledge that the scope of this Agreement is limited to the subject matter of this Agreement and except as specifically stated herein, neither party is restricted with respect to any other purchase, sale, project, effort or marketing activity. This Agreement does not constitute or create a joint venture, partnership, or formal business entity of any kind. Each party shall act as an independent contractor and neither party shall act as agent for or partner of the other party. This Agreement fully replaces any previous agreement regarding Partner’s relationship with Kaseya as a reseller that was entered into by you and Kaseya (including earlier Kaseya’s Partner Program agreements), which previous agreements are of no force or effect for periods after the Effective Date of this Agreement
- 1.2 The Program Guide. General guidelines and descriptions of the Partner Program are further described in the Kaseya Reseller Partner Program Guide (the “**Program Guide**”) and on the Kaseya Partner Program website, which is accessible [here](#) (the “**Program Website**”). Partner shall comply with the Partner Program at all times (including the requirements set forth on

the Program Guide and Program Website). Kaseya may change the Partner Program at any time in its sole discretion. Kaseya will exercise commercially reasonable efforts to notify Partner of changes to the Program, and change will take effect as described by Kaseya. If there is any conflict between specific terms and conditions of this Agreement and the Partner Program, the terms and conditions of this Agreement shall prevail.

- 1.3 Tiers of Membership. The Partner Program offers multiple tiers of membership. Benefits available vary by Partner Program tier as described in the Program Guide.
- 1.4 Termination of Partner Program. Kaseya may discontinue the Partner Program in general or with respect to Partner upon thirty (30) days' notice to Partner, delivered via the Program Website or otherwise as permitted hereunder. Partner confirms that it has no expectation or belief that Kaseya shall continue the Partner Program or Partner's membership therein indefinitely. Following termination or expiration of this Agreement for any reason, Partner agrees to continue to provide support services to its Customer of the Products through the Committed Service Terms of the Product subscriptions, in accordance with the Partner Program.
- 1.4 Program Contact. Partner shall designate at least one point of contact at Partner to coordinate Partner's participation in the Partner Program (each, a "**Program Contact**"). Partner may add or remove any Program Contact in its discretion. By designating a Program Contact, Partner represents that such Program Contact is authorized to act with authority for Partner, including but not limited to sending and receiving Program-related communications and signing documentation on behalf of Partner. Partner hereby consents, on behalf of it and any Program Contact, to the receipt of any Program-related communications via e-mail or other means deemed appropriate by Kaseya.
- 1.5 Compliance With Kaseya Terms. If requested by Kaseya, Partner shall direct its Customers to register, complete, sign and/or otherwise agree to Kaseya terms and conditions (including the Kaseya Master Agreement and any applicable Product Terms of Use) ("**Customer Terms**"). Kaseya reserves the right to reject any Customer as a customer or user of Products. Kaseya's relationship with all Customers will be subject to the applicable Customer Terms. Partner will be responsible for the pricing, billing and collection of all amounts owed to Partner by Customers for the Products (including the collection and remittance of any applicable taxes on sales thereof). The Customer Terms shall govern any Customer's use or further distribution of the Products, and Partner understands and confirms that it is Partner's obligation to ensure that: (a) its Customers are aware that the Customer Terms, and; (b) Partner's terms with its Customers mirrors Partner's obligations to Kaseya to the extent Partner so wishes.
- 1.6 Use of Kaseya Portals. Subject to its compliance with the Agreement, Partner may access and use the features and functions of one or more authorized online portal(s) in connection with its activities under this Agreement (each a "**Kaseya Portal**"). Partner is responsible for maintaining the confidentiality and security of all access credentials, including passwords, to the Kaseya Portals. Partner is also responsible for use of the Kaseya Portals, and understanding and implementing the roles, access, and permissions Partner grant to its own employees and third parties in the Kaseya Portals; this includes termination of such access when appropriate. If Partner become aware of any violation of this Agreement by a user of a Kaseya Portal, Partner must immediately terminate such user's access. Administrative data associated with Kaseya Portals (about Partner, its employees and Customers) may be hosted in the United States regardless of where any such user of the Kaseya Portal is located or where the related Kaseya Portal content is hosted. Partner is responsible for securing the necessary consents related to the hosting location of Kaseya Portals.

ARTICLE TWO -- CONFIDENTIALITY. Partner acknowledges that, in the course of participating in the Kaseya Partner Program, and otherwise in connection with this Agreement and its relationship with Kaseya, Partner may obtain Kaseya Confidential Information. "Confidential Information" means any information that is marked as confidential, described as confidential, or that a reasonable person would believe to be confidential given the nature of the information or circumstances of disclosure. For clarity, Confidential Information shall include the terms and conditions of this Agreement and any information regarding Kaseya's products, services, future plans, roadmaps, prices and costs, trade secrets, techniques, processes, software, financial information, business opportunities, personnel data, pre-release products, and any information provided under the Partner Program. Partner will, at all times, both during the Term of this Agreement and thereafter, keep in trust and confidence all such Confidential Information, and will not use such Confidential Information other than as expressly authorized by Kaseya under this Agreement, nor will Partner disclose any such Confidential Information to third parties without Kaseya's prior written consent. Partner further agrees that, upon Kaseya's written request, it will promptly return to Kaseya all Confidential Information (including copies thereof) in Partner's possession, custody, or control. The obligations of confidentiality set forth herein do not apply to information which Partner can evidence by its written records: (a) has entered the public domain except as a result of Partner's breach of this Agreement; (b) prior to disclosure hereunder was already rightfully in Partner's possession; (c) subsequent to disclosure hereunder is obtained by Partner on a non- confidential basis from a third party who has the right to disclose such information to the Partner and is not under any obligation of confidentiality; or (d) which Partner

is required to produce pursuant to a court order or administrative subpoena, provided that Partner will first notify Kaseya of its receipt of such order or subpoena and, prior to disclosure, will provide Kaseya an opportunity to protect its interest in the confidentiality of the information to be produced in response. Partner will not disclose, advertise, or publish the existence, the subject matter, any discussions relating to, or any of the terms and conditions, of this Agreement (or any summary of any of the foregoing) to any third party without the prior written consent of Kaseya.

ARTICLE 3 -- TERM AND TERMINATION.

- 3.1 Term. This Agreement commences on the Effective Date and shall have an initial term ("**Initial Term**") ending twelve (12) months thereafter. Following the Initial Term, The Agreement shall automatically renew for additional one (1) year terms (each a "**Renewal Term**,") provided, however, that either party may terminate this Agreement for convenience at any time during the Initial Term or a Renewal Term (i.e., for any reason or no reason) upon thirty (30) days' prior written notice to the other party.
- 3.2 Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure the breach within fifteen (15) days of receipt of written notice thereof. In addition, either party may terminate this Agreement immediately upon: (i) the insolvency of the other party; (ii) the institution of any proceeding in relation to the credit standing of the other party, such as bankruptcy, reorganization, rehabilitation or composition, by or against the other part; or (iii) the appointment of any receiver or trustee for the other party.
- 3.3 Effect of Termination. Upon termination or expiration of the Agreement for any reason all licenses granted under this Agreement shall terminate; provided, and each party shall promptly cease all display and use of the other party's Marks or other indicia licensed hereunder, not to exceed thirty (30) days from the date of such termination or expiration. Partner shall return all Kaseya Confidential Information to Kaseya, or shall destroy same and at Kaseya request, provide confirmation signed by an officer of Partner attesting to such destruction. The provisions concerning warranty (Section 6), Confidential Information (Section 2), term and termination (Section 3), compliance with laws (Section 5), limitation of liability and consequential damages waiver (Section 7), general provision (Section 8), and any outstanding payment obligations of either party granted herein shall survive the termination of this Agreement. Neither Party will incur liability for damage, loss or expenses based merely on the termination of this Agreement – for example neither Party will be entitled to any damages on account of prospective profits or anticipated sales, and Partner agrees that it has no basis for expecting, and has received no assurance, that any investment by Partner in the promotion of the Product will be recovered.
- (a) If this Agreement is terminated by Kaseya based on Partner's uncured breach, Kaseya may, in its discretion: (a) require that any Committed Service Terms on Subscriptions that are outstanding as of the date of termination continue through expiration with Partner's obligations (including payment obligations) regarding those Subscriptions continuing through such expiration, or; (b) require that Partner use commercially reasonable efforts to have the Customers of the Subscriptions move to a direct relationship with Kaseya through the end of the Commitments – and such efforts shall include, but not be limited to, Partner's prompt notice to the Customers of the transfer of the Subscriptions, and Partner sharing contact and pricing information with Kaseya to allow for the direct relationship.
- (b) If this Agreement is terminated for any reason other than Partner's uncured breach, any Committed Service Terms on Subscriptions that are outstanding as of the date of termination shall continue through expiration with Partner's obligations (including payment obligations) regarding those Subscriptions continuing through such expiration unless the parties agree otherwise in a signed writing.

ARTICLE 4 -- INTELLECTUAL PROPERTY, TRADEMARKS AND LOGOS.

- 4.1 Each party reserves all rights in and to its products, services solutions, trademarks, tradenames and other intellectual property ("**Intellectual Property**"), and this Agreement does not grant any licenses or other rights to a party's Intellectual Property except as expressly set forth herein. No joint development activities are intended by the parties under this Agreement and no intellectual property will be developed by the parties hereunder.
- 4.2 Kaseya may design, establish and register in such jurisdictions as it deems appropriate one or more logos, names, brands or other trademarks or service marks, including those specifically focused on the Partner Program ("**Kaseya Marks**"). For clarity, Kaseya Marks need not be formally registered. Kaseya Marks are to be used by Partner during the term of this Agreement only and solely as authorized by Kaseya and in accordance with the Program Guide and Kaseya' trademark guidelines [located here](#) and/or within the Resource section of the Kaseya Partner Portal. Kaseya shall have the right to modify the Kaseya Marks or prepare additional Kaseya Marks from time to time in its sole and absolute discretion.

Partner acknowledges Kaseya's right to review and approve prior to publication the form and content of advertising or promotional materials containing a Kaseya Marks and to review Partner's use of any Kaseya Mark at any time. Partner agrees to make modifications to its use of the Kaseya Marks as Kaseya requests.

- 4.3 Ownership of Kaseya Marks. Partner acknowledges and agrees that Kaseya retains all right, title and interest in and to the Kaseya Marks, and nothing herein is intended to grant any right in the Kaseya Marks other than the right to use the same in accordance with the requirements set forth in this Agreement. The license to use the Kaseya Marks will terminate no later than termination or expiration of the Agreement. Notwithstanding any other termination provision, however, Kaseya reserves the right to take action against any use of Kaseya Marks that: does not conform to the requirements of this Agreement; that infringes or otherwise violates Kaseya's intellectual property or other rights; or that violates other applicable law. At any time and for any reason, Kaseya reserves the right to terminate Partner's right to use one or more of the Kaseya Marks.
- 4.4 Kaseya Use of Partner's Marks. Subject to and expressly conditioned upon compliance with the terms and conditions of this Agreement, Partner grants Kaseya a worldwide, nonexclusive, nontransferable, royalty-free, personal license to copy, distribute and otherwise use the Partner's name, logo, trademarks and service marks ("**Partner Marks**"), solely to identify Partner's participation in the Partner Program or otherwise as a reseller or customer of Kaseya. Partner agrees to conduct any marketing activities specifically required by the Partner Program and to participate in any other marketing activities mutually agreed to by the Parties during the term of this Agreement.
- 4.5. Collateral. Kaseya may make available to Partner various information describing the Products including descriptions of features and functions, general technical specifications, and training materials ("**Collateral**"). Kaseya may, in its sole discretion, amend or modify Collateral from time to time with or without notice to Partner. Subject to the terms and conditions of this Agreement, and in each case with Kaseya's written approval, Kaseya grants to Partner a limited, non-exclusive, revocable, non-transferable right and license during the Term to use, reproduce, faithfully translate, publicly display, publicly perform, and distribute the Collateral solely to market and promote the Products in the Territory. Where Kaseya has marked Collateral as Confidential Information, or for Customer distribution only, Partner agrees to comply with any such directive. Partner is responsible for the costs of reproducing or translating any Kaseya Collateral. Partner must get Kaseya's written approval for any substantive modifications that it makes to Collateral before distributing such modified Collateral.
- 4.6 Protection of Products. No rights or licenses to any Product are granted hereunder, except for the limited, non-exclusive right to market, promote and resell the Products listed on Exhibit A. Software is not sold, but licensed, and will be and remain the sole and exclusive property of Kaseya and its licensors. Partner will not, and will not permit any third-party, to: (i) modify the Product, or any portion thereof, or make derivative works based on the Product; (ii) use any portion of the Product other than as permitted under this Agreement; (iii) remove, alter, obscure, or modify any product identification or other proprietary notices contained in the Product or any component thereof; or (iv) reverse engineer, decompile, or disassemble the Product, or any portion thereof. Partner agrees that to the extent it uses or accesses a Product, such use shall be governed by the Kaseya Master Agreement.

ARTICLE 5 -- INSURANCE. At all times during the Term and, if insurance is on a claims-made basis, for three (3) years after the Term, at Partner's own expense, Partner will carry and maintain general commercial and professional liability insurance, and such other types of insurance as is appropriate, given the risks arising from Partner's activities hereunder, in amounts that are reasonably appropriate but not less than the equivalent of US \$1,000,000 for each occurrence and US \$2,000,000 in the aggregate (the "**Insurance**"). Partner shall designate Kaseya as an additional insured. Insurance must be primary and require the issuer to respond and pay prior to any other available coverage. Partner, and anyone claiming through Partner or on its behalf, will have no claim, right of action, or right of subrogation against Kaseya based on any loss or liability covered by the Insurance. Within five (5) days of Kaseya's request, Partner will provide Kaseya with certificates of insurance as evidence of the Insurance. Kaseya shall be given at least thirty (30) days' written notice of the expiration, non-renewal, termination or material modification of the Insurance.

ARTICLE 6 -- COMPLIANCE WITH LAWS, INCLUDING ANTI-CORRUPTION LAWS AND EXPORT LAWS. In connection with its obligations under this Agreement, Partner represents and warrants that Partner and its subcontractors, consultants, agents or representatives (collectively "**Partner Representatives**") will comply with all applicable national, federal, state and local laws, ordinances, codes, regulations, rules, policies, licensing requirements, regulations and procedures, including all applicable export laws and anti-corruption laws (collectively, the "**Applicable Laws**"). Kaseya may terminate this Agreement immediately upon written notice if Partner or Partner Representatives breach any of the representations and warranties set forth in this Section. Partner will indemnify and hold harmless Kaseya for any violation by Partner or Partner Representatives of any Applicable Laws. Partner remains responsible for undertaking appropriate and reasonable measures to

ensure that the Partner Representatives comply with Applicable Laws. Partner hereby acknowledges that Products are subject to export controls under the laws and regulations of the United States and potentially other countries. Partner shall comply with such laws and regulations governing use, export, re-export, and transfer of Products and will obtain all required authorizations, permits, or licenses. Kaseya and Partner each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. Partner agrees to maintain full, true, and accurate records of exports, re-exports, and transfers of Products, purchased and deployed or distributed, according to Applicable Laws.

ARTICLE 7 – WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY.

- 7.1 ANY WARRANTIES MADE TO PARTNER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS ARE MADE IN THE KASEYA MASTER AGREEMENT AND FOR THE BENEFIT OF THE USERS OF THE PRODUCTS (TYPICALLY -- THE CUSTOMERS); THERE SHALL BE NO DOUBLE RECOVERY FOR BOTH PARTNER AND CUSTOMER (OR ANY OTHER PARTY) IN SUCH CASES. THERE ARE NO ADDITIONAL WARRANTIES MADE BY KASEYA TO PARTNER AND ALL TECHNICAL INFORMATION, PRODUCTS, HARDWARE, SOFTWARE, LOGOS, TRADEMARKS, COLLATERAL AND CONFIDENTIAL INFORMATION PROVIDED BY KASEYA UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND KASEYA SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- 7.2 KASEYA'S LIABILITY RELATED TO USE OF THE PRODUCTS (WHETHER LIABILITY IS CLAIMED BY PARTNER, A CUSTOMER OR ANY OTHER PARTY) IS LIMITED AS SET FORTH IN THE KASEYA MASTER AGREEMENT. WITH RESPECT TO LIABILITY THAT IS UNRELATED TO USE OF THE PRODUCTS, KASEYA'S LIABILITY IS LIMITED TO A TOTAL OF TEN THOUSAND DOLLARS (US \$10,000). UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY (A) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGE, INCLUDING LOSS OF PROFITS, REVENUE, BUSINESS, ANTICIPATED SAVINGS, USE OF ANY PRODUCT OR SERVICE, OPPORTUNITY, GOODWILL OR REPUTATION. NOTWITHSTANDING THE FOREGOING, THERE SHALL BE NO LIMIT OR EXCLUSION OF PARTNER'S LIABILITY TO KASEYA ARISING OUT OF: (i) PARTNER'S BREACH OF CONFIDENTIALITY; (ii) COMPLIANCE WITH APPLICABLE LAWS, INCLUDING ANTICORRUPTION LAWS AND EXPORT LAWS; (iii) OBLIGATIONS REGARDING KASEYA TRADEMARKS; (iv) INDEMNIFICATION FOR THIRD PARTY CLAIMS; OR (v) ANY AMOUNTS DUE TO KASEYA FOR THE PURCHASE OF PRODUCTS.
- 7.3. Partner shall defend Kaseya, its licensors and affiliates, and the officers, directors, employees and representatives of each of them (each a "**Kaseya Indemnified Party**"), from and against all damages, costs, and similar liabilities in connection with any third-party claim brought against a Kaseya Indemnified Party that arises out of Partner's breach of this Agreement or Partner's negligence or other acts or omissions.

ARTICLE 8 – GENERAL AND MISCELLANEOUS. This Agreement represents the entire Agreement between the Parties concerning the subject matter of the Agreement, and replaces any prior oral or written communications concerning the subject matter. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied relating to the subject matter hereof, which are not specified in this Agreement. This Agreement may not be altered or amended except by a writing signed by both parties expressly stating that such modification is intended. Except as specifically provided herein, each Party shall bear its own costs and expenses arising out of or relating to this Agreement and the Partner Program. All notices required or permitted under this Agreement will be in writing and may be sent by first class mail or overnight courier, and will be deemed given upon confirmed receipt. All communications will be sent to the address set forth on the cover sheet of this Agreement or such other address as may be designated by a party giving written notice to the other party pursuant to this paragraph. In addition, Kaseya may send communications electronically (including email or portal message) to the Program Contact or otherwise through contacts provided in relation to the Partner Program. Neither this Agreement, nor any rights under this Agreement, may be assigned by Partner without the express prior written consent of Kaseya. A change of control or reorganization of Partner pursuant to a merger, sale of assets or stock (other than an initial public offering) will be deemed to be an assignment under this Agreement. Kaseya may freely assign this Agreement and any right or obligation under it without Partner's approval, including without limitation to any affiliate or successor in interest. This Agreement will terminate immediately upon occurrence of any prohibited assignment. The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Delaware without giving effect to principles of conflicts of laws, and the state and federal courts of Miami-Dade County, Florida shall have exclusive jurisdiction over any claim arising hereunder. All Kaseya remedies specified in this Agreement shall be in addition to, and shall in no way limit, any other rights and remedies that might be available to Kaseya, all of which Kaseya hereby expressly reserved. If any of the terms of this Agreement become or are

declared to be illegal or otherwise unenforceable by a tribunal with proper jurisdiction, such shall be deemed deleted from this Agreement but the remaining terms of this Agreement shall remain in full force and effect. To the extent permitted by law, no person or entity who is not a party to this Agreement shall be entitled to enforce or benefit from any of this Agreement's terms, including customers of Partner. This Agreement is prepared in the English language and only the original English language version shall prevail or govern. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, all of which together will constitute one instrument. The parties may exchange signatures electronically, such as, for example, the emailing of an executed Agreement, and any such electronic version shall be deemed an original.

In Witness Whereof, the parties' authorized representatives have signed this Agreement, below:

By: _____
Name: _____
Title: _____
Date: _____

KASEYA US, LLC.
By: _____
Name: _____
Title: _____
Date: _____