

TERMS OF USE

These Terms and Conditions of Use ("Terms and Conditions") apply to your use of and registration with Community.kaseya.com (the "Site").

Please Read these Terms and Conditions Before Accessing, Browsing, or Otherwise Using the Site

Your access to, and browsing, review and use of the Site is subject to these Terms and Conditions and all applicable laws. *By accessing and using the Site, you accept these Terms and Conditions, without limitation or qualification. If you do not agree to the Terms and Conditions, do not use the Site.* If, at any time, any part of the Terms and Conditions is no longer acceptable to you, immediately terminate your use of the Site.

Right to Change, Modify or Delete the Terms and Conditions

Kaseya reserves the right to change, modify, add or delete portions of the Terms and Conditions at any time, without prior notice. Please re-review the Terms and Conditions periodically for changes. Your continued use of the Site will mean that you accept such changes or deletions.

Privacy

Please refer to Kaseya's [Privacy Policy](#) for information regarding the Company's collection, use, and storage of users' information.

Member account, password and security

Registered users will receive a username and password as part of the registration process. User is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under such password or account. User agrees to (a) immediately notify the or its representatives of any unauthorized use of User's password or account or any other breach of security, and (b) ensure that User exits from its account at the end of each session. Kaseya and its representatives will not be liable for any loss or damage arising from User's failure to comply with this section.

Copyright, Trademarks and Use of Site Content

This Site and all the information it contains, or may in the future contain, including, but not limited to, articles, memoranda, bulletins, reports, press releases, opinions, text, directories, guides, photographs, illustrations, trademarks, trade names, service marks and logos (collectively, the "Content"), is the property of Kaseya, and is protected from unauthorized copying and dissemination by U.S. Copyright law, trademark law, international conventions, and other intellectual property laws. Certain of the trademarks and logos displayed on the site are owned by third parties. Except as we have described in these Terms of Use, nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any Content displayed on this Site, through the use of framing or otherwise, without the prior written permission of Kaseya or such third party that may own the trademark or copyright of material displayed on this Site.

Kaseya encourages and permits links to Content on the Site. However, Kaseya is an organization committed to the highest professional standards. Therefore, Kaseya does not grant any license or other permission for links or other use of the Site or its Content if such use or link: (a) suggests that Kaseya promotes or endorses any third party's causes, ideas, political campaigns, web sites, products or services, (b) copies, displays, disseminates or otherwise uses the Content without Kaseya's express written consent, or (c) uses the Content for commercial purposes. Furthermore, Kaseya does not grant its consent for links to the Site where the linking party engages in any Prohibited Conduct (as described in these Terms of Use). We reserve the right to withdraw permission for any link at any time.

Subject to your full compliance with these terms, Kaseya authorizes you to view the Content, make a single copy of it, and print that copy, but only for your own lawful, personal, noncommercial use, provided that you maintain all copyright, trademark and other intellectual property notices contained in such Content, and provided that the Content, or any part thereof, is not modified.

Responses to Online Requests

From time to time, Kaseya may offer to provide information or materials via e-mail or otherwise to interested persons. Kaseya reserves the right, in its absolute discretion, to reject any requests for such information or materials, or to discontinue the provision of such information or materials to any person, for any reason whatsoever.

User Posts

You acknowledge and agree that Kaseya shall own and have the unrestricted right to use, publish and otherwise exploit (without any payment to, or further authorization by you), any and all information you post on this Site. You hereby waive

any claims against Kaseya for actual or alleged infringement of any rights of privacy or publicity, moral rights, rights of attribution or any other intellectual property rights in connection with Kaseya's use of such postings or submissions.

Partner Posts

Kaseya partners agree to abide by the following guidelines with regard to any posting:

- You agree to identify yourself as a Kaseya Partner in all postings;
- You will make reasonable efforts to ensure that your posts present relevant and useful information to the community users generally;
- You will not engage in multiple, simultaneous discussion threads;
- If you are posting about your product/solution, please clearly articulate the value of your product/solution to the community users such that it fosters productive discussion/conversations;
- You may not post sales promotional messages like "Buy Now", "Sale Price" etc.;
- SPAM, off-topic, and unreadable posts will be deleted;
- Post that disseminate misinformation about Kaseya or its customers or its partners are prohibited.

Prohibited Conduct

You may use the Site for lawful purposes only. You may not upload to, or distribute or otherwise publish through the Site, any Content that is any of the following:

- is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, or otherwise objectionable to Kaseya in the Company's sole discretion;
- contains computer viruses, worms, moles or other contaminating or destructive elements;
- violates the rights of others, such as Content that infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity;
- contains any false or misleading statement;
- contains advertising; or
- otherwise violates any applicable criminal or civil law. You may not use the Site for any commercial purpose and may not distribute over the Site any solicitation of funds, goods and services. In addition, you may not use the Site to solicit subscribers to join other online information services that are competitive with the Site.

Please see the detailed Code of Conduct section

Code of Conduct

User understands that all information, data, text, software, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that the User, and not Kaseya or its representatives, is entirely responsible for all Content that it uploads, posts, emails, transmits or otherwise makes available via the Service. Kaseya and its representatives do not control the Content posted via the Site and, as such, does not guarantee the accuracy, integrity or quality of such Content.

User agrees to not use the Site to:

- upload, post, email, transmit or otherwise make available any Content that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable;
- harm minors in any way;
- impersonate any person or entity, including, or falsely state or otherwise misrepresent its affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- upload, post, email, transmit or otherwise make available any Content that User does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes,";
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

- interfere with or disrupt the Service or servers or networks connected to the Service;
- intentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- "stalk" or otherwise harass another; or
- collect or store personal data about other users.

User acknowledges that Kaseya and its representatives do not pre-screen Content, but that Kaseya and its representatives shall have the right (but not the obligation) in their sole discretion to reclassify within the Site any Content that is available via the Site. Without limiting the foregoing, Kaseya and its representatives shall have the right to remove any Content that violates the terms of use.

User understands that the technical processing and transmission of the Site, including its Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Content Management and Removal

Kaseya does not and cannot review generally the content posted by users of the Site ("Users' Content") and is not responsible for such Users' Content. However, Kaseya reserves the right to cancel your access to these areas and/or delete, move, or edit any Users' Content (including messages posted in any forum) that it may determine, in its sole discretion, violates the Terms of Use. You shall remain solely responsible for all Users' Content posted by you or by any other person using your account. Kaseya shall have the right, but not the obligation, to correct any errors or omissions in any Users' Content, as it may determine in its sole discretion.

Kaseya prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to Kaseya at the below address, giving a written statement that contains the following information: (a) an identification of the copyrighted work and/or intellectual property right claimed to have been infringed; (b) an identification of the allegedly infringing material on the Site that is requested to be removed; (c) your name, address, and daytime telephone number, and an e-mail address if available; (d) a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law; (e) a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. Kaseya will remove any posted submission that infringes the copyright or other intellectual property right of any person under U.S. law upon receipt of such a statement (or any statement in conformance with 17 U.S.C. § 512(c)(3)). U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions. Kaseya's contact for submission of notices under this section is: legal@kaseya.com; or **General Counsel, Kaseya, 400 Totten Pond Rd., Waltham, MA 02451.**

No Services or Endorsement

The information provided by Kaseya on the Site does not constitute investment, consulting, legal, accounting, tax, or other advice or services and such information should not be relied upon when making investment or other business decisions. Kaseya does not represent or endorse the accuracy or reliability of any Users' Content displayed, uploaded, posted on any message board, or otherwise distributed through the Site by any subscriber, information provider or any other third party. Kaseya expressly disclaims any liability related to Users' Content, and you acknowledge that any reliance upon such Subscriber Content shall be at your sole risk.

The Site may contain links to sites on the Internet that are owned and operated by third parties (the "External Sites"). You acknowledge that Kaseya is not responsible for the availability of, or the content or software applications located on or through any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or External Sites.

Subscriber Qualifications

When registering with or applying to Kaseya you must provide accurate, complete, and current registration information and you agree to provide Kaseya with any updates to that information promptly after such changes occur.

Individual subscriptions to the Site are available only to persons who are at least 18 years of age. Minors may receive access keys or user id/passwords only as part of an authorized group subscription. Your right to use the Site is personal to you and cannot be transferred to any other person.

You shall be responsible for obtaining communication services, computer equipment and other products or services necessary to access and use the Site. You shall be responsible for all charges associated with accessing and maintaining a

connection to the Site including, but not limited to, charges imposed by an Internet service provider, or your local telephone company.

Registrant Information

Kaseya shall also have the right to disclose aggregate information about registrant usage and demographics in a manner that does not reveal the personal identity of any individual registrant. Kaseya shall have the right to send you electronic mail to inform you of changes or additions to the Site, or of any products and services of Kaseya. For additional information, see the Company's Privacy Policy.

Third Parties

Kaseya may provide you with links to third party Web sites, and some of the Content appearing to originate from the Site may be supplied by third party Content providers. Kaseya has no responsibility for these third-party Web sites, which are governed by the terms of use and privacy policies, if any, of the applicable third-party Content providers and a link to a non-Kaseya web site does not mean that Kaseya endorses the content or use of such sites.

Access to and Availability of the Site

The Site may become unavailable to you as a result of maintenance, malfunction of computer hardware or software, or for other reasons, and may result in damages to your systems or operations. You shall be solely responsible for ensuring that any information or content obtained from the Site does not contain any virus, worm, mole or other computer software code or subroutine designed to disable, erase, impair or otherwise damage your systems, software, or data.

Restriction, Suspension or Termination

Kaseya reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Site at any time for any reason without prior notice or liability and without any obligation to refund any portion of fees paid for any product or service.

Kaseya may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any Site feature, database, or content, without prior notice or liability.

Disclaimer of Warranties

THE SITE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER Kaseya, THIRD PARTY CONTENT PROVIDERS NOR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED THROUGH THE SITE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. NEITHER Kaseya NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES Kaseya, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE OR THE CONTENT.

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Indemnification

You hereby agree to indemnify, defend and hold Kaseya, and all of its predecessors, successors, parents, subsidiaries, affiliates, and past and present officers, directors, shareholders, investors, employees, agents, information providers, attorneys, representatives licensors and information providers (collectively, the "Kaseya Representatives") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by Kaseya or any Kaseya

Representative in connection with any claim arising out of any use or alleged use by you of this site or arising out of or in relation to any breach by you of the Terms and conditions, or the representations, warranties and covenants you made by agreeing to these Terms and Conditions. Kaseya reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate reasonably with Kaseya's defense of such claim.

Choice of Law

The Terms and Conditions shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles.

Entire Agreement

The Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

No Amendment or Waiver

The Terms and Conditions may not be amended except in writing signed by both parties and no waiver by either party shall be deemed a waiver of any preceding or subsequent breach or default, unless such a waiver is in writing and signed by an authorized representative of Kaseya.