Kaseya API License and Confidentiality Agreement

Last Updated April 1, 2023

Thank you for using Kaseya's application programming interface(s) for access to Kaseya products, platforms and services ("**Kaseya Products**"). For purposes of this license and agreement:

- "**API**" means any form of machine accessible application interface that Kaseya makes available and that provides access to a Kaseya Product, and the term API includes all associated tools, elements, software, development kits, libraries, documentation, metadata, sandboxes, specifications, code, technology and other materials;

- "**License**" refers to this document and any referenced Kaseya agreements, terms, policies, and guidelines (such as, for example, Kaseya's Privacy Policy or Terms of Use relating to a specific Kaseya Product) including those that are referenced herein;

- "**Kaseya**" refers Kaseya US, LLC as well as any affiliate and parent companies such as Datto, Unitrends, ITG Software, AudIT Systems, ConnectBooster, RocketCyber, TruMethods, Spanning, RapidFire Tools, BNG, Technology Marketing Toolkit, and Autotask, Bitdam and Backupify, and under this License, we may refer to "Kaseya" as "we", "our", or "us."

This License forms a binding, legal contract between Kaseya and you regarding your access to and use of any API, and governs your relationship with Kaseya for such purposes. Kaseya may provide additional terms that are applicable to a specific API, and those more specific terms will also govern your use of that API. If there is a conflict between the specific terms and this License, the more specific terms will control.

Kaseya provides you with access to the API so that you may develop or use integrations (each an "**Integration**") between software applications, products and/or services ("**Target Services**") and Kaseya Products.

PLEASE READ THIS LICENSE CAREFULLY. BY ACCESSING OR USING AN API, BY CLICKING TO ACCEPT THIS LICENSE, AND/OR BY SIGNING THIS LICENSE, YOU AGREE TO COMPLY WITH THE LICENSE AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE LICENSE. IF YOU ARE USING THE API AND/OR ACCEPTING THIS LICENSE ON BEHALF OF AN ENTITY (REGARDLESS OF WHETHER THE ENTITY IS YOUR EMPLOYER, OR A THIRD-PARTY TO WHOM YOU PROVIDE SERVICES), YOU REPRESENT AND WARRANT THAT: (A) YOU HAVE NOTIFIED SUCH ENTITY OF THIS LICENSE; (B) YOU HAVE PROVIDED A COPY OF THIS LICENSE TO THE ENTITY, AND; (C) YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS LICENSE. WHEN AN INDIVIDUAL ACCEPTS THIS LICENSE ON BEHALF OF AN ENTITY, THE TERM "YOU" REFERS TO BOTH THE INDIVIDUAL AND THAT ENTITY.

Kaseya may modify this License at any time, and if you do not agree with the modification, you must cease use of the API. Your continued use of the API constitutes your acceptance of the modified License.

Section 1: Using a Kaseya API

a. Your License to the API. Subject to the terms of this License, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the API solely to develop, test, support, resell or use an Integration. If Kaseya provides libraries, code or other materials for incorporation into the Integration or Target Services, you may modify and reproduce such materials for such purposes, and only to integrate the Target Services with Kaseya Products. Kaseya may, in its discretion, charge for use of the API and in such event you and Kaseya will come to a written agreement regarding such charges; should Kaseya and you not agree on charges, Kaseya reserves the right to terminate this License.

b. Compliance with Laws and Third Party Rights. When using the API or otherwise accessing or interacting with Kaseya Products, you will comply with all applicable laws, rules, regulations, and third party rights (including, without limitation, laws regarding the import or export of data, software and privacy) ("**Applicable Laws**"). You will not use the

API to encourage or promote illegal activity, breach of this License, breach of Applicable Laws or violation of third party rights. Similarly, you will require that users of the Target Services (such as your clients and customers) ("**End Users**") comply with all Applicable Laws. You will notify Kaseya promptly if you become aware of any actual or alleged violation of Applicable Laws that relate to use of the API.

d. Prohibitions. When using the API, you may not, nor may you allow any third party, to do any of the following:

1. Sublicense the API for use by a third party without Kaseya's explicit permission;
2. Introduce viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature to Kaseya Products or any other product or service;
3. Defame, abuse, harass, stalk, or threaten others;
4. Interfere with or disrupt the API, Kaseya Products or any related services;
5. Engage in activity that, intentionally or unintentionally, results in a denial-of-service attack or similar attack;
6. Promote or facilitate unlawful acts or disruptive commercial messages or advertisements;
7. Reverse engineer or attempt to extract the source code from an API, Kaseya Product or related service, except to the extent that this restriction is expressly prohibited by law;
8. Compile results of benchmarking of the API or Kaseya Product, or disclose such to any third-party;
9. Use an API in situations that could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems); or
10. Remove, obscure, or alter any Kaseya terms of use, regulations or policies or any links to or notices of such terms.

e. Use Limitations. In Kaseya's sole discretion, Kaseya may set and enforce limits on the use of an API such as, for example, limiting the number of API requests that can be made or the number of users that may be served ("**API Limits**"). You agree to API Limits, and will not attempt to circumvent API Limits. If you would like to use an API beyond the API Limits, you must obtain Kaseya's express consent by emailing integrations@kaseya.com.

f. Open Source Code. Some of the software related to the API may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent that the open source software license expressly supersedes this License, the open source license sets forth your License with respect to that limited open source license provision.

g. Feedback. You may provide Kaseya with comments and information regarding the API ("**Feedback**"). You hereby grant to Kaseya the right to use Feedback in Kaseya's discretion, without obligation to you, in perpetuity.

Section 2: Developer Accounts

a. Registration. Registration of your Integration, as well as Integrations created by third parties, may be required by Kaseya. For example, Kaseya may require that you create user names and passwords ("**Credentials**") to access the API, and that you do so only through an account specifically for your use ("**Developer Account**"). The information that you provide in conjunction with registration, Credentials and Developer Accounts must be accurate and up to date, and you agree to inform us promptly of any updates. You may not provide your Credentials or Developer Account to a third-party without Kaseya's permission (not even to an agent or subcontractor that you hire to create an Integration). Please email integrations@kaseya.com for such permission. Registration enables us to associate an Integration or Target Services with use of the APIs, and to identify the entities responsible for the Integration. Should you allow any entity to use your Credentials or Developer Account, you will be held liable for all acts or omissions associated with such Credentials or Developer Account.

b. Sandbox and Developer Account. Kaseya may, in its discretion, provide you with a sandbox, trial devices or trial account (each a "**Sandbox**") to use in conjunction with an API as a testing and development environment. If given a Sandbox, you will only access (or attempt to access) the content provided by Kaseya for use with that Sandbox (which often is "dummy content" that is not associated with a customer) using Credentials and in a manner authorized by Kaseya. KASEYA RESERVES THE RIGHT, AT ANY TIME, TO TERMINATE YOUR ACCESS TO A SANDBOX AND DELETE INFORMATION OR DATA HELD IN THE SANDBOX, WITH OR WITHOUT NOTICE.

c. Security of Developer Account and Credentials. You will keep your Credentials confidential and you are responsible for the security of the Credentials. You are also responsible for all activities that are taken through your Sandbox and Developer Account. You must not let a third-party access or use the API, Sandbox or Developer Account unless Kaseya has explicitly permitted such access. You must not misrepresent or mask your identity when using your Developer Account or Sandbox or allow any third party to do so. Your Credentials and Developer Account passwords may not be embedded in open source projects. You will notify Kaseya immediately if you learn of unauthorized use of your Credentials, Developer Account, Sandbox or the API.

Section 3: The Target Services

a. Monitoring. YOU AGREE THAT KASEYA MAY MONITOR YOUR USE OF THE API TO ENSURE QUALITY, IMPROVE KASEYA PRODUCTS AND CONFIRM YOUR COMPLIANCE WITH THIS LICENSE OR ANY OTHER KASEYA AGREEMENT. You will not interfere with this monitoring and will provide Kaseya reasonable information to aid Kaseya in its monitoring activities. If you interfere with monitoring, Kaseya may use any means to overcome such interference. At any time, in Kaseya's reasonable discretion, Kaseya may suspend your access to the API without notice.

b. Tracking ID. Kaseya may, in its discretion, assign you a unique tracking ID (or some other tracking mechanism) for each Integration (the "**Tracking ID**"). The Tracking ID is used to validate your Integration and to assist in tracking activity with respect to such Integration. **Upon our request, you must include the Tracking ID (or other tracking mechanism) in each web-services call made to Kaseya.** For new Integrations, you may request to have a new Tracking ID assigned to you by emailing integrations@kaseya.com.

c. Responsibility for the Target Services or Integration. Kaseya takes no responsibility for the Target Services or Integration including, but not limited to, its security, operation, support, legality and compatibility with Kaseya Products. Vis-à-vis you and Kaseya, you are solely responsible for the Target Services and Integration, as applicable, including:

- development, content, operation, maintenance and use of the Target Services and Integration;
- the compatibility of the Target Services and Integration with current and future versions of the Kaseya Products and the API, as well as with third-party hardware, software, services, and platforms;
- claims relating to the use of the Target Services and Integration;
- Applicable Laws, including security and privacy laws, relating to use of the Target Services and Integration, and;
- providing customer support and other technical assistant to End Users of the Target Services and Integration.

d. Support for the Target Services and Integration. Unless otherwise agreed to by Kaseya in a signed writing, you are responsible for any and all support of the Integration and Target Services including the costs associated with it, and the provision of resources, tools and personnel. Kaseya may, in its discretion, redirect to you any End Users who require support with respect to the Target Services or the Integration, or who have other inquiries related thereto ("**Support Calls**"). You agree to respond to Support Calls promptly. If a support issue is properly identified as residing with the Kaseya API or Kaseya Products, you may request additional support from Kaseya. We will each provide one another with contact information for support issues.

e. Training and Related Information. If you make an Integration to Target Services publicly available, Kaseya may require that you provide to Kaseya and its customers a web-based link to training materials, setup instructions, support articles and other information that are made generally available to customers of the Target Services ("**Target Service Materials**"). It is imperative that access to Target Services Materials is available to Kaseya and its customers for all periods that the Integration to the Target Services is publicly available. You shall give Kaseya thirty (30) days' prior notice of any changes to credentials or links necessary to access the Target Services Materials by sending such notice to integrations@kaseya.com.

f. Security of the Target Services and Content. You are responsible for ensuring that the network, operating systems and software of your web-servers, databases and computer systems that are used in conjunction with the Target Services and the Integration ("**Target Systems**") are properly configured and comport with industry standards and Applicable Law. You must use appropriate administrative, physical and technical safeguards to protect the security, privacy and confidentiality of the Target Systems, as well as any content that you access from Kaseya Products through the API ("**Content**") as further described in Section 5. You shall promptly report any security deficiencies in, or intrusions to, your Target Systems by emailing legal@kaseya.com.

g. Privacy of Content. You will safeguard Content that you collect through the API from unauthorized access or use, and will promptly report to End Users any unauthorized access of such information to the extent required by Applicable

Law. Even if not required by law, in all cases you will report such unauthorized access or use to Kaseya by emailing legal@kaseya.com. You will comply with all applicable privacy laws and regulations, including the General Data Protection Regulation (GDPR). You will provide and adhere to a privacy policy that clearly and accurately describes what information you collect and how you use and share such information with Kaseya and third parties.

Section 4: Confidentiality

a. Definition of Confidential Information. "Confidential Information" means information disclosed by you or Kaseya ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, 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. Your Confidential Information includes information regarding the Target Services and Integration. Kaseya Confidential Information includes information about the API, Kaseya Products and all other related services. Confidential Information may also include other types of information such as, for example, business and marketing plans, technology and technical information, software code, product plans and designs, and business processes. However, Confidential Information does not include information that (i) is or becomes generally known to the public without breach of the Discloser's rights, (ii) was previously known to the Recipient without breach of the Discloser's rights or an obligation of confidentiality, (iii) is received from a third party without breach of the Discloser's rights or an obligation of confidentiality, or (iv) was independently developed by the Recipient.

b. Confidentiality Obligations. The Recipient will protect the Confidential Information of the Discloser by using the same degree of care that it uses to protect the confidentiality of its own confidential information (but not less than reasonable care). As a Recipient, you shall only use Kaseya's Confidential Information for the proper use of the API under this License, and Kaseya shall only use your Confidential Information to provide you with the API, or to exercise its rights under this License (each, a "**Proper Purpose**"). The Recipient shall disclose the Discloser's Confidential Information only to its employees or representatives who: (a) need access to the Confidential Information for the Proper Purpose, and; (b) who have signed confidentiality agreements with the Recipient that protect the Discloser's Confidential Information at least as broadly and well as this License does. These obligations shall survive termination of the relationship between you and Kaseya.

c. Compelled Disclosure. Notwithstanding anything herein to the contrary, the Recipient may disclose Confidential Information of the Discloser to the extent compelled to do so by law, provided the Recipient gives the Discloser prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure.

Section 5: Content

a. Content Accessed Through API. Through the API, you may gain access to data and content (such as, for example, text, images, videos, audio, support tickets, customer databases, notes, contacts, or software) in Kaseya Products that is possessed by Kaseya or otherwise accessible through the Kaseya Products ("**Content**"). Often, Content is held by Kaseya on behalf of Kaseya customers. Vis-à-vis you and Kaseya, Content is the Confidential Information of Kaseya, and owned by Kaseya. Kaseya may, at any time, delete Content, remove Content, or refuse to make Content available to you. Further, with respect to Content that is held by Kaseya on behalf of Kaseya customers, you may not access, use, possess or otherwise process Content unless you have been granted a license to do so by those customers, or you are otherwise permitted to do so by law; it is your responsibility to secure that license or permission. Your access to the Content may be restricted, limited, or filtered in accordance with Applicable Law. **By using our API and accessing Content, you warrant and represent that you have secured all necessary third-party rights to do so, and that your access, use and/or possession of Content complies with Applicable Law**.

b. Submitted Content Provided to Kaseya. The API may allow you to submit data and content (such as text, images, videos, audio, or software) to Kaseya Products through the API ("**Submitted Content**"). For example, the Target Services may "push" information (i.e., Submitted Content) into a Kaseya Product account of a Kaseya customer. Kaseya does not acquire any ownership or other rights in the Submitted Content except as expressly provided in this License. To enable Kaseya to provide the API and Kaseya Products as integrated with Target Services, you give Kaseya a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and non-exclusive license to "Use" Submitted Content in relation to the Kaseya Product. The term "**Use**" includes the handling, hosting, storing, modification, communication, processing and publication of Submitted Content. You acknowledge that once Submitted Content is provided to Kaseya, it likely will be intermingled with Content and other backed up data held by Kaseya, and Kaseya may Use the Submitted Content in accordance with applicable Kaseya policies (such as, the Kaseya Privacy Policy) and in the same manner that Kaseya Uses Content. Before you provide Submitted Content to Kaseya, you will ensure that you have the necessary rights (including the necessary rights from End Users) to grant Kaseya rights to the Submitted Content as described in this License. **By using our API and providing Submitted Content, you warrant**

and represent that you have secured all necessary third-party rights to do so, and that your submission complies with Applicable Law. You will not, under any circumstances, provide Submitted Content that requires special handling without first securing Kaseya's written approval to do so, which Kaseya may grant or withhold in its discretion. Examples of Submitted Content that requires special handling is content that is subject to the International Traffic in Arms Regulations or the Health Insurance Portability and Accountability Act.

c. Prohibitions Related to Content and Submitted Content. Unless expressly permitted by the owners of Content, or by Applicable Law, you will not do, and will not permit your End Users or others acting on your behalf to do, any of the following:

1. scrape, build databases, or otherwise create permanent copies of Content;
2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense Content to any third party;
3. misrepresent the source or ownership of the Content; or
4. remove, obscure, or alter any copyright, trademark, or other proprietary rights notices from the Content, or falsify or delete any author attributions, legal notices, or other labels of the origin or source of Content.

Section 6: Ownership; Trademarks; Attribution

a. Ownership of API. The API is licensed, not sold, and Kaseya retains and reserves all rights in the API that are not expressly granted in this License. By using our API, you do not acquire ownership in our API or the Content that is accessed through our API. You acknowledge that Kaseya and its licensors retain all worldwide right, title and interest in and to the API, Kaseya Products and Content.

b. Ownership of the Target Services, Integration and Submitted Content. Kaseya does not acquire ownership in the Target Services, Integration or Submitted Content.

c. Trademarks. A "**Trademark**" is a trade name, trademark, service mark, logo, domain name, or other brand indicia that either you or Kaseya uses to brand products or services. Except where expressly stated, this License does not grant either you or Kaseya any right, title, or interest in or to the other party's Trademarks. All use by you of Kaseya's Trademarks (including any goodwill associated therewith) will inure to the benefit of Kaseya.

d. Trademark License. Kaseya hereby grants to you a nontransferable, nonexclusive license while this License is in effect to display Kaseya's Trademarks to attribute Kaseya Products to Kaseya. In using Kaseya's Trademarks, you must follow any guidelines issued by Kaseya. Kaseya has sole discretion to determine whether your attribution(s) and use of Kaseya's Trademarks are in accordance with Kaseya requirements and guidelines. Kaseya may require that you cease use of Kaseya Trademarks at any time for any reason.

e. Publicity. You will not make any statement regarding your use of an API which suggests partnership with Kaseya, sponsorship by Kaseya, or endorsement by Kaseya without Kaseya's prior written approval.

f. Promotional and Marketing Use. To the extent you have the legal right to do so, you grant Kaseya the right to produce and distribute the Target Services Materials and incidental depictions of the Target Services or the Integration, including screenshots, video, or other content, and to use your company name, for purposes of promoting, marketing, or demonstrating the Target Services or the Integration.

g. Non-exclusive Relationship. The relationship between you and Kaseya as described in this License is non-exclusive. The relationship does not limit the products or services that Kaseya may develop, resell, use or otherwise interact with, even if they compete with the Integration or Target Services.

Section 7: Term and Termination

a. Termination. Unless you and Kaseya have agreed otherwise in writing, either you or Kaseya may terminate this License at any time, for any reason, by providing the other party with thirty (30) days' prior written notice. Kaseya has the right to discontinue or suspend your access and right to use the API immediately should Kaseya know of or reasonably anticipate your breach of this License, or that without suspension there is a risk of damage to Kaseya or any third party.

b. Post-Termination Obligations. Neither you nor Kaseya will be liable to the other for termination of this License. Upon termination, you will immediately stop using the API and cease all use of the Kaseya Trademarks. Kaseya may independently communicate with End Users of the Target Services or the Integration to provide notice of the termination, or for any other lawful purpose.

d. Surviving Provisions. Upon termination of this License, those provisions that by their nature are intended to survive termination shall so survive including, but not limited to: Sections 4 through 9, and subsections 3(c) through 3(f).

Section 8: Warranties, Liability and Indemnification

a. Mutual Warranties. Each of us represents and warrants that we have validly entered into this License, and that by entering into this License each of us are not in violation of any agreement or obligation between ourselves and any third party.

b. Your Warranties. You represent and warrant that:

(i) You have all necessary legal authority to perform your obligations and exercise your rights hereunder;

(ii) Your use of the API will not result in viruses, spyware, "Trojan horses" or other malware or harmful code, and will not cause injury to any person or damage to any property associated with Kaseya.

(iii) If you access Content or Submitted Content, you have secured all necessary third-party rights to do so including those of End-Users, and such processing complies with Applicable Law.

c. Kaseya Warranties. THE API IS PROVIDED "AS IS" AND NEITHER KASEYA NOR ITS SUPPLIERS, LICENSORS OR DISTRIBUTORS MAKE ANY PROMISES ABOUT THE API OR KASEYA PRODUCTS. FOR EXAMPLE, KASEYA DOES NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED OR ACCESSIBLE THROUGH THE API, THE SPECIFIC FUNCTION OF THE API, THE RELIABILITY OR AVAILABILITY OF THE API, OR THE ABILITY OF THE API TO MEET YOUR NEEDS. KASEYA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES SUCH AS, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. KASEYA DOES NOT WARRANT THAT THE API OR KASEYA PRODUCTS WILL BE ERROR-FREE OR USE OF THE API OR KASEYA PRODUCTS WILL BE UNINTERRUPTED OR COMPLETELY SECURE.

KASEYA RESERVES THE RIGHT, AT ANY TIME, TO REPLACE, MODIFY OR DISCONTINUE THE API OR KASEYA PRODUCTS.

c. Limitation of Liability. TO THE GREATEST EXTENT PERMITTED BY LAW:

- KASEYA AND ITS SUPPLIERS AND LICENSORS WILL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, REVENUES, OR DATA; AND
- THE TOTAL LIABILITY OF KASEYA, AND ITS SUPPLIERS AND LICENSORS FOR ANY CLAIM UNDER THIS LICENSE OR ARISING FROM YOUR USE OF THE SANDBOX IS LIMITED TO DIRECT DAMAGES IN THE AMOUNT OF ONE THOUSAND DOLLARS (US $1,000).

THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF KASEYA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE TYPE OF CLAIM INCLUDING, WITHOUT LIMITATION, BREACHES OF CONTRACT, BREACHES OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY. The disclaimers, exclusions and limitations of liability set forth in this Section form an essential basis of this License, and absent these provisions, this License and the fees applicable to your use of the API would be substantially different.

d. Indemnification. You will defend, indemnify and hold harmless Kaseya, and its subsidiaries, affiliates, directors, officers, employees, licensors, customers, and owners from and against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any claim brought by a third-party to the extent arising from:

- Your use of the API;
- Your breach of this License;
- Your Integration or your Target Services (and any failure to support them);
- Your use of or access to Content, or Submission of Content;

Section 9: General Provisions

a. Notice.

(i) Kaseya may send you notice electronically (such as through your Developer Account or to an email address we have on record), or by pre-paid first class mail or overnight courier to your physical address that we have on record. Notice shall be deemed given within three (3) business days after mailing or twelve (12) hours after sending electronically.

(ii) You may send Kaseya notice (and such notice shall be deemed given when received) electronically by an email sent to legal@Kaseya.com or by a written letter sent to our General Counsel at: Kaseya, 701 Brickell Avenue, Miami, Florida, 33131.

b. Governing Law and Venue. The laws of the State of Delaware, USA, excluding Delaware's conflict of laws rules, will apply to any disputes or claims arising out of or related to the API ("**Disputes**"). Disputes will be adjudicated in the state or federal courts located in Miami-Dade County, Florida. **The parties hereby waive any right to a trial by jury**.

c. Injunctive Relief. Certain breaches of this License could cause irreparable harm for which there is no adequate remedy at law (such as, for example, claims for breach of confidentiality). Therefore, each party agrees that the other party, in its discretion, may seek injunctive relief to protect its rights without the need to post a bond or make a special showing. These rights are in addition to any other remedies provided by law.

d. Force Majeure. Except for obligations to make payment when due, neither you nor Kaseya will be liable for any failure or delay in its performance under this Agreement due to a cause beyond the delayed party's reasonable control, including: act of war, acts of God (like earthquake or flood), embargo, riot, sabotage, labor dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such event, and (b) uses reasonable commercial efforts to promptly correct such failure or delay in performance.

e. Export Regulations. You will not export, re-export, transfer or make available any product or service related to the API, whether directly or indirectly, without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction you operate or do business.

f. Severability; Waiver. If any provision of this License is held by a tribunal of proper jurisdiction to be contrary to the law or otherwise not enforceable, such provision shall be deemed stricken and the remaining provisions of this Agreement will remain in full force and effect. No provision of this Agreement may be waived except by a writing signed by the duly authorized representative of the Party to be charged with the waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving Party.

h. Relationship of Parties. You and Kaseya are independent contractors and this Agreement will not establish a partnership, joint venture, employment, franchise or agency between us. Neither you nor Kaseya will have the power to bind the other or incur obligations on the other's behalf without prior written consent, except as otherwise expressly provided herein.

i. Assignment. You may not be transfer or assign this License to a third party without the prior written consent of Kaseya. Kaseya may assign this License to an affiliate or any entity that acquires all, or substantially all, of its assets or business related to the applicable API. Any transfer or assignment attempted in contravention of this section shall be void.

j. Entire Agreement and English Language. This License are the entire agreement between you and Kaseya regarding the API and its use and supersedes all prior oral or written communications, representations, undertakings and agreements with respect to the API. The English language version of this License will be controlling in all respects and any non-English version is provided by Kaseya solely as an accommodation.

k. U.S. Government Rights. The API is provided as a "commercial item" as defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement. If you are using the API on behalf of the U.S. Government and this License fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use.