

Unitrends, Inc. Software and Hardware Maintenance and Technical Support Agreement

Updated as of December 8, 2023

This Software and Hardware Maintenance and Technical Support Agreement and all exhibits and attachments hereto (this “**Support Agreement**”) is between Unitrends, Inc., a Delaware corporation with offices at 200 Wheeler Road, Burlington, MA 01803 (“**Unitrends**”) and the customer organization purchasing support services (“**Customer**”). This Agreement is hereby made a part of the [Kaseya Master Agreement](#) by reference, and the terms of the Kaseya Master Agreement, together with the terms herein, are collectively the “**Agreement**”).

1. DEFINITIONS

1.1. Administrative Contact: means Customer’s designee responsible for the Unitrends relationship and allocation of Technical Contacts within Customer’s organization. This is a non-technical role in the relationship; the Administrative Contact cannot open Cases but is authorized to escalate existing Cases unless such Administrative Contact is also a Technical Contact (as defined hereunder).

1.2. Architectural Release: means a new version of the Supported Software that delivers fundamentally modified system architecture in addition to improvements or enhancements of existing features and/or functionality to the Supported Software.

1.3. Case: means the documented tracking of a specific Problem or question initiated by a Technical Contact via telephone, e-mail, chat or the Customer Portal.

1.4. Custom: means a configuration, deployment, patch or other non-standard solution which is not included in the Supported Software.

1.5. Customer Support Portal: means the internet portal site designated by Unitrends to which Customer may direct Problems or questions.

1.6. Current Release: means the Release which represents the most recent distribution, which could be an Architectural Release, Major Release or Minor Release.

1.7. Documentation: means the written user documentation such as Knowledge Base articles, administrator and user guides, FAQs, video tutorials and other publicly accessible content provided by Unitrends for use with the Software and Hardware and designated by Unitrends as user documentation.

1.8. Effective Date: means the date upon which the term of the Agreement commences as specified on the applicable Unitrends quote.

1.9. Enhancement: means a new feature or functionality not available in the current Supported Software or Supported Hardware release, tracked as a Request for Enhancement.

1.10. Fix: means the repair or replacement of object or executable code versions of the Supported Software or the repair or replacement of hardware component(s) to the Supported Hardware designed to remedy a Problem.

1.11. Hardware: means the Unitrends-supplied computer hardware only, excluding any third party equipment, software, supplies or accessories included with such hardware and attached, networked or otherwise connected non-Unitrends supplied hardware devices, provided to Customer in accordance with the terms of the applicable Unitrends quote.

1.12. On-Site Support: means the technical support specifically agreed to in writing by Unitrends which is provided at Customer's site(s) by Unitrends engineers or qualified representatives, after remote diagnosis of an issue; Kaseya does not commonly agree to provide On-Site Support..

1.13. Problem: means an error in the Supported Software or Supported Hardware that causes it not to conform in a material respect to the Documentation; provided, however, that Problem shall not include those errors or issues that have been excluded from Technical Support coverage, such as for example (and not limitation) those described in Section 4.3 and Section 6, below.

1.14. Problem Resolution: means the use of commercially reasonable efforts to correct a Problem.

1.15. Release: means a general release version of the Software. A Release may be an Architectural Release, Major Release or Minor Release. General form of the release is X.yy.z –x where X represents an Architectural Release; yy represents a Major Release; z represents a Minor Release; and x represents the Revision.

1.16. Minor Release: means a Revision of the Supported Software that delivers minor improvement, incremental features or enhancements of existing features, and/or functionality to the Supported Software.

1.17. Major Release: means a Revision of the Supported Software that delivers material improvements or enhancements of existing features and/or functionality to the Supported Software.

1.18. Request for Enhancement ("RFE"): means a requested change or addition to the features and functions of the Supported Software or Supported Hardware.

1.19. Revision: means the interim version of a Release containing code correction and product quality improvements.

1.20. Software: means the Unitrends-supplied computer software, in object code format only, including any Updates provided to Customer by Unitrends.

1.21. Software Updates (or Updates): means Releases that are generally made to fix Problems (such as Fixes and Workarounds), offer Enhancements, or otherwise update the Product and are available at no additional charge by Unitrends to its customers entitled to receive Technical Support.

1.22. Supported Software: means the unmodified Current Release of the Software.

1.23. Supported Hardware: means Hardware which is purchased from an authorized Unitrends distributor or reseller, is unmodified, and remains in a Unitrends-approved configuration.

1.24. Technical Contact(s): means Customer's designated technical support contact(s). Customer must provide the names and contact information for Technical Contacts to Unitrends prior to accessing the Customer Support Portal and submitting any Customer requests.

1.25. Technical Support (or Support): means the technical support services expressly specified in Sections 2, 3 and 4 of this Agreement to be provided on the Supported Software and Supported Hardware by Unitrends personnel or the personnel of Unitrends' authorized resellers or distributors.

1.26. Unitrends Support Center Access Level: means the support level purchased by the Customer. The Unitrends Support Center Access Levels are described in the Unitrends Support Services Guide available in the Unitrends Customer Support Portal.

1.27. Workaround: means a temporary solution or Fix that restores operational capability without severely compromising the performance of the Supported Software or integrity of the operating system or data. Workarounds may include changes to configuration parameters or operational processes.

2. TECHNICAL SUPPORT SERVICES

2.1. Scope of Technical Support: During the Term of this Agreement, Unitrends will exercise commercially reasonable efforts to resolve Problems reported by the Customer in the Supported Software or the Supported Hardware in accordance with the provisions of this Agreement. Technical Support will be provided only to authorized Technical Contact(s) identified by Customer in accordance with the then-current Unitrends policy and will consist only of telephone assistance, access to web-based self-help and web-based resources, and Fixes as deemed necessary by Unitrends for the Supported Software and Supported Hardware provided by Unitrends in accordance with Section 3 and Section 4.

2.2. Support Center Access Level: Unitrends will provide Technical Support to the Customer at the Unitrends Support Center Access Level which the Customer has selected and purchased.

2.3. On-Site Support: The Customer and Unitrends Partner are responsible for on-site repair. Upon mutual agreement, and if Unitrends makes an exception to provide On-Site Support, the Customer agrees to pay fees and expenses to Unitrends at its then-current Professional Services rates.

2.4. Support Services Handbook: Details of the process for Customer to contact Unitrends Technical Support to submit Problems and Unitrends' Problem resolution objectives can be found in the Unitrends Support Services Handbook made available to Customer in the Customer Support Portal, which handbook may be updated from time to time by Unitrends in its sole discretion (the "Unitrends Support Services Handbook"), provided, that any update shall not decrease the Customer's support entitlements from those set forth in this Agreement.

3. SOFTWARE SUPPORT

3.1. Software Support: Unitrends will provide Technical Support only for Supported Software. Updates will be made available for download to Customer's entitled to Technical Support.

3.2. Updates: Updates for the Supported Software are included with Technical Support and shall be provided to the authorized Technical Contact identified by Customer in accordance with the then-current Unitrends Support Services Handbook.

3.3. Updates and Required Upgrades: Unitrends reserves the right to release Software Updates that may require upgrades or replacement of Supported Hardware. If and when this occurs, if Customer has paid for continuous Technical Support coverage, Customer may be provided special Hardware-only upgrade pricing. If Customer has not paid for continuous Technical Support coverage, Customer will not be entitled to receive special Hardware-only upgrade pricing.

3.4. Professional Services: Customer may request that Unitrends perform Professional Services for Customer and, if Unitrends agrees to provide such Professional Services, Unitrends reserves the right to charge its then-current rates for such Professional Services. Professional Services may include, without limitation, assistance installing Software Updates, upgrading Supported Hardware, installing the Supported Hardware, onboarding services, configuring the Supported Software in the Customer's environment or configuring additional servers in the Customer's environment (collectively, "Professional Services").

3.5. Custom Solutions: Unitrends may provide, at its discretion and if feasible, Custom solutions to meet a Customer's unique business requirements. Custom solutions are provided by Unitrends pursuant to the Unitrends Professional Services Agreement and Customer will be required to enter into Unitrends' Professional Services Agreement and a Statement of Work thereunder prior to Unitrends providing any Custom solutions for Customer. If Unitrends agrees to provide Custom solutions requested by Customer, Unitrends will submit to Customer a Statement of Work describing, among other things, the responsibilities of the parties, the

Custom solution requirements, and an estimate of the fees payable by Customer for such Custom solution. Customer must authorize, in writing, the implementation of the Custom solution before Unitrends will implement the Custom solution. Any Custom solution implemented for a Customer is not covered by Technical Support and is supported by Unitrends as a one-off solution at Unitrends' then-current Professional Services rates, until such time, if any, as the features or functions provided by the Custom solution is included by Unitrends, in its sole discretion, as a part of the Supported Software.

4. HARDWARE SUPPORT

4.1. Hardware Support: Unitrends will provide Technical Support only for Supported Hardware. Customer must maintain Supported Hardware in a controlled environment typical to business-critical servers. Customer must meet the environmental and power requirements defined in the Site Prep Guide for their model of Supported Hardware.

4.2. Problem Resolution: Resolution of Problems on Supported Hardware includes only the replacement or repair of defective parts which arise from manufacturers' defects or normal wear and tear in the ordinary course of business. The following is not covered by Technical Support:

- Reconditioning of Supported Hardware, or major overhauls to Supported Hardware;
- Updates to Customer's Supported Hardware that are necessary to use a Software Update or Release;
- Updates to Customer's Supported Hardware necessary to expand capacity, processing speed or memory of the Supported Software or Supported Hardware to accommodate Customer's business requirements;
- Replacement of Supported Hardware damaged as a result of accident, improper use or maintenance;
- Problems that are not reproducible by Unitrends.

4.3. Support Coverage and Out of Scope Items: If Unitrends determines that any actions not covered by Technical Support are necessary to return Supported Hardware to working condition, Unitrends may submit to Customer an estimate of the needed actions and their related costs at Unitrends' then-current rates for such services. If the Customer does not authorize the actions recommended by Unitrends, then Unitrends may, at its option, discontinue Technical Support for the Supported Hardware and, if the need for the work was solely caused by Unitrends, will refund any unused portion of the applicable Technical Support fees for the Supported Hardware to Customer.

4.4. Extended Support Policy and End of Life (EOL) Policy: An Extended Support Policy must be purchased for Supported Hardware upon renewal(s) of the Committed Service Term for the hardware. Pricing for Extended Support for such Supported Hardware will likely be at an increase compared to the expiring support and maintenance coverage. Each product type has a certain period from purchase after which Technical Support may not be offered for such Product

unit (for example, 8 years after purchase); please check the Product's Documentation to determine that period.

5. FEES, PAYMENT TERMS AND TAXES

5.1. Fees: In consideration for the Technical Support provided under this Agreement, Customer agrees to pay the fees due for Technical Support to Unitrends in advance and in accordance with the payment terms set forth on the applicable Unitrends' quote. Payment terms for Fees are set forth in the Kaseya Master Agreement.

5.2. On-Site Support Fees: Unless otherwise agreed to by Unitrends in writing, Customer agrees to pay fees and expenses to Unitrends at its then-current Professional Services rates for any On-Site Support.

5.3. Renewal after Lapse: If there is any period during which Technical Support has not been purchased by Customer for any reason other than Customer's termination of the agreement based on Kaseya's uncured breach, Unitrends will reinstate Technical Support only after Customer enters into a new Technical Support agreement and pays all fees that would have been payable by Customer if Customer had purchased Technical Support during the period of the lapse (the "Lapsed Fees"). To ensure that there is no lapse in Technical Support coverage, Customer must pay all renewal fees prior to the expiration date of this Agreement. Customer may be required to pay a reinstatement fee in addition to the Lapsed Fees.

6. LIMITATIONS OF SUPPORT AND OTHER ERRORS

6.1. Limitations: In addition to the limitations set forth in the Kaseya Master Agreement, Unitrends will have no obligation to provide Technical Support for Supported Software or Supported Hardware under the following circumstances: (i) Supported Hardware or Supported Software that has been modified other than by Unitrends or its authorized contractors, resellers or distributors or which has been combined, integrated or bundled with non-Unitrends hardware or software; (ii) Software that is not Supported Software and Hardware that is not Supported Hardware; (iii) Hardware that is not supplied by Unitrends; (iv) Problems caused, directly or indirectly, by negligence, abuse or misapplication, use of the Supported Software or Supported Hardware other than as is specified in the applicable Unitrends documentation, or other causes beyond the control of Unitrends including, but not limited to damage caused by fire, lightning, accident, flood, or other similar causes, unsuitable physical environment and improper service by someone other than Unitrends or a Unitrends authorized contractor, reseller or distributor; or (v) any third party software or hardware. Unitrends will not be responsible for any changes, including without limitation the cost of any changes, to Customer's non-Unitrends hardware or software which may be necessary to use the Supported Software or Supported Hardware due to an Update or any other Release.

6.2. Out of Scope Items: If Unitrends believes that a Problem reported by Customer is not in scope for Support (for example, is not due to Unitrends' Supported Software or Supported

Hardware), Unitrends will so notify Customer. Customer shall then be responsible for any resolution of the issue.

6.3. Customer Responsibilities: If Customer requests that Unitrends proceed with Problem determination at Customer's expense, Customer must provide authorization in writing. If Customer authorizes Unitrends to proceed and Unitrends subsequently determines that the Problem was not caused by Unitrends' Supported Software or Supported Hardware, Customer will compensate Unitrends for all work performed in connection with such determination on a time and materials basis, plus reasonable related expenses incurred therewith, at Unitrends then-current rates for such services.

7. OWNERSHIP

7.1. Rights of Unitrends: All right, title and interest in and to all work product created by Unitrends while providing Technical Support or related services to Customer under this Agreement, including, without limitation, all Updates, Releases, Custom solutions, modifications, improvements, changes, know-how, methodologies, and all other work product and all intellectual property rights therein and thereto, however discovered (collectively, "**Work Product**"), will be the sole and exclusive property of Unitrends.

7.2. Support Requests: Customer may, from time to time, make known to Unitrends suggestions, RFEs, techniques, support requests, Problems, know-how, comments, feedback or other input to Unitrends with respect to the Supported Hardware and/or Supported Software (collectively, "**Suggestions**"). Unless otherwise agreed to in writing by the parties, Unitrends shall have a royalty-free, worldwide, irrevocable, perpetual license to use, disclose, reproduce, license, distribute and exploit any Suggestion without restriction or obligation of any kind, and may incorporate into its Hardware or Software or a new product or service any work product or other development incorporating or derived from any Suggestion.

7.3. License Grant: Any Work Product incorporated into the Supported Software is licensed to Customer as part of the Supported Software subject and pursuant to the Kaseya Master Agreement, Product Terms of Use and Product Documentation to the applicable Supported Software.

8. TERM, RENEWAL AND TERMINATION

8.1. Term and Termination of Technical Support: The Term of a Technical Support agreement shall be set forth on the Order for such agreement. Notwithstanding such Term, Unitrends will have the right to terminate Technical Support with respect to any Supported Software or Supported Hardware by providing written notice of such election at least ninety (90) days prior to the termination of Technical Support for such Supported Software or Supported Hardware, provided that Unitrends no longer generally provides Technical Support for such Supported Software or Supported Hardware, or no longer provides the specific services previously offered, and pays Customer a pro-rata refund of any prepaid fees for the Technical Support being

discontinued. Unitrends may also terminate a Technical Support agreement based on Customer's breach of its agreement with Unitrends, pursuant to the terms of the Kaseya Master Agreement.

8.2. Survival of Terms: The following terms will survive any expiration or termination of this Agreement: Definitions; Fees, Payment Terms, and Taxes; Ownership; Term, Renewal and Termination; Warranty Disclaimer.

9. WARRANTY DISCLAIMER

9.1. Software and Hardware Warranty Disclaimer: All Software, hardware and materials related thereto are subject exclusively to the warranties set forth in the Kaseya Master Agreement, applicable Product Terms of Use and Product Documentation. No additional warranty is made under this Agreement with respect to the Software or the Hardware.

9.2. Services Warranty Disclaimer: Technical Support and Work Product is provided "AS IS" and without warranty. Customer may request an RFE, however, this in no way commits Unitrends to implement any RFE's or to develop any Enhancements. Technical Support is limited to assisting Customer with Supported Software and Supported Hardware, and Kaseya may require that a Customer update its Software to the Current Release in order to receive Technical Support. The limitations of liability set forth in the Master Kaseya Agreement shall apply to the Technical Support services provided hereunder.