SUBSCRIPTION END USER SOFTWARE LICENSE AGREEMENT

This End User License Agreement (this "Agreement") is between the legal entity or entities that accept(s) this Agreement by physical or electronic signature, or by a click through acceptance ("Licensee") and Kaseya US LLC d/b/a RapidFire Tools ("RFT"). This Agreement is effective as of the earlier of the date that Licensee executes a Sales Order form or the date on which Licensee accepts it through an accompanying Order Form, or the click-through date as applicable (such date, the "Effective Date").

1.0 Definitions. Capitalized terms in this Agreement have the meanings described below, and other terms may be defined within the context of this Agreement.

1.1. "Confidential Information" means information that is designated in writing as "confidential" at the time of disclosure, or information that a reasonable person would understand to be confidential given the nature of the information and circumstances. Includes the Output Data of the Software, the pricing structure for the Software and Services contemplated hereunder, and other proprietary information owned by RFT and which is provided or disclosed to Licensee at any time. Notwithstanding the foregoing, Confidential Information does not include information that the receiving party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action by the receiving party; (b) was rightfully in the receiving party's possession or known by it prior to receipt from the disclosing party; (c) is rightfully disclosed to the receiving party by a third party without violation of any confidentiality covenant by such third party; or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information.

1.2. "Customer Data" means any and all of Licensee's and its User's data, information, and materials that are uploaded by or on behalf of Licensee or that are accessed by RFT in connection with Licensee's use of the Software or Services.

1.3. "Documentation" means any documentation distributed by RFT to its authorized resellers pertaining to the Software, including without limitation any installation guides, user manuals, operating instructions, specifications, and help files, whether in electronic or printed form, as updated from time to time at the Effective Date. Hard copies are not be supplied or provided by or on behalf of RFT from time to time. Documentation also includes any materials on RFT's website.

1.4. "Fees" means the subscription and other fees set forth in this Agreement or any Order Form or SOW for the purchase of Software licenses, Hardware or Services.

1.5. "Hardware" has the meaning set forth in Section 3.0.

1.6. "Licensee's Customers" has the meaning set forth in Section 2.

1.7. "Object Code" means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening use of a compiler or interpreter.

1.8. "Order Form" means any RFT-form detailing an order which is incorporated into and becomes a part of this Agreement. Depending on the Software or Services ordered, the Order Form may be completed online or may be in the form of a quote form, invoice, quote, billing statement, or SOW. In the event of any discrepancy between this Agreement and an Order Form, this Agreement shall govern.

1.9. "Professional Services" means implementation and other services requested by Licensee with respect to the Software or the Services.

1.10. "Service" means the use of the Software as offered by RFT in a hosted basis.

1.11. "Software" means the Object Code form of the RFT software licensed under this Agreement, including any updates, upgrades, or other modifications thereof delivered or made accessible to Licensee as part of the Services or otherwise pursuant to this Agreement.

1.12. "SOW" means a RFT-originated, mutually executed statement of work, work order, or other similar document that references this Agreement and which, upon its mutual execution by Licensee and Licensee, will be automatically incorporated by reference into, and governed under, this Agreement.

1.13. "Term" has the meaning set forth in Section 12.0.

1.14. "Third Party Materials" means software, interfaces, and firmware, licensed by RFT from third parties and which are incorporated into and/or distributed as part of the Software.

1.15. "User" means an individual who is authorized by Licensee to use the Software within its organization or, if applicable, within a multi-tenant or managed services environment, a client to which Licensee has supplied access to the Software, password. Users may include, for example, Licensee's employees, consultants and contractors.

2.0 Grant of Limited License. The "License" Subject to the terms of this Agreement, including any restrictions set forth in the applicable Order Form and the payment of Fees in accordance with the applicable Order Form, RFT grants Licensee during the Term a non-sublicensable, non-exclusive, revocable, limited worldwide right to use the Software (in Object Code format) provided by RFT or the Service as made available by RFT for the number of authorized Users (or "Seats") as specified on the applicable Order Form, solely for Licensee's internal business purposes and in accordance with the Documentation. Licensee may allow its Licensee's Customers to access and use the Software and Documentation in connection with the Services, provided that: (a) such access and use is pursuant to a valid and binding written agreement between Licensee and Licensee's Customer, which agreement is consistent with and no less protective of RFT's rights than this Agreement; (b) Licensee's Customer's access and use terminates upon the expiration or termination of Licensee's agreement with such Licensee's Customer; (c) Licensee's Customer's access and use is limited to the Licensee's Customer's internal use; and (d) Licensee is responsible and liable for all acts and omissions of Licensee's Customers in connection with their access to and use of the Software and Services as if they were Licensee's own acts and omissions. Licensee shall not, and shall not allow any Licensee's Customer to, directly or indirectly: (i) download, mirror or frame any portion or aspect of the Software or Services, except as expressly permitted by this Agreement; (ii) develop, license or create any derivative works from the Software or Services; (iii) sell, resell, transfer, assign, distribute, grant a security interest in, or otherwise commercially exploit or make available the Software or Services to any third party, including Licensee's Customers; (iv) decompile, disassemble, reverse compile, or reverse engineer or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software (except to the extent that applicable law prohibits such restrictions); (v) modify, or create derivative works based on the Software or Services; (vi) share non-public Software or Service access credentials with any unauthorized person; (vii) use the Software or Services in violation of applicable law; (viii) remove, alter, or obscure any proprietary notices (or add any additional notices) on the Software or Services; (ix) develop, license, or otherwise provide any competing software or service; (x) develop or train or otherwise use any artificial intelligence or machine learning software, or any software with similar functionality, using or incorporating any Software or Service data; or (xi) use or access the Software or Services except as expressly permitted in Section 2. All the limitations and restrictions on Software in this Agreement apply to the Documentation.

3.0 Limited License. Licensee's usage of the Software is subject to usage limits, including, for example, the quantities specified in an Order Form. Unless otherwise specified, (a) a quantity in an Order Form may refer to sets, users, devices, storage or other units, and (b) usage limits may apply to each type of Software or Service that Licensee uses or accesses, including to support a single event. (c) a User's password may not be shared with any other User or person, or used simultaneously by multiple instances of the Software, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires use of the Software or Service. If Licensee exceeds a contractual usage limit, RFT may work with Licensee to seek an additional quantities of the applicable Software promptly upon RFT's request, and/or pay any invoice for excess usage in accordance with the payment terms of this Agreement and Licensee's agreement with any Order Form.

4.0 Special Offers and Promotions. Buy-It-Now offers, event pricing and other special discounts provided during the initial subscription period are not available on renewal. Licensee's subscription to the Software and Services is subject to change at RFT's sole discretion. Renewal pricing is based on standard published current rates then in effect at the time of renewal. Initial subscription discounts are not available on renewal. Any free trial subscription to the Software or Services is for evaluation purposes only and other special discounts will not be applied after the trial user unless expressly offered and accepted by RFT.

5.0 Responsibilities. Licensee will be responsible for its Users' compliance with this Agreement. (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which Licensee acquires and uses Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Software, Services and Customer Data, and notify RFT promptly of any such unauthorized access or use; (d) use the Software only in accordance with the Documentation and applicable laws and government regulations, and (e) comply with terms of service of RT 3 as published from time to time on RFT's website(s). Licensee is responsible for all activity occurring under Licensee's User accounts.

6.0 Third Party Materials. Some Third Party Materials may be subject to some terms and conditions, which may be found in a "Read Me" or "About" or similar file in the Software or Software documentation. If Licensee does not agree to such terms, Licensee agrees not to use the Software or any Third Party Materials.

7.0 Limited License. Licensee hereby grants to RFT a nonexclusive, worldwide, royalty-free, fully-paid, transferable license to host, cache, record, copy, view and display Customer Data for the purpose of providing the Software and Services to Licensee and its Users, as well as a right to use Customer Data to (a) improve the Software and Services, including to develop new updates, new features and other parts of the Service or the Software and/or related products and/or services; and (b) for purposes permitted by any applicable law. Except as set forth in this Agreement, as between RFT and Licensee, Licensee retains all right, title and interest in and to Customer Data and any modifications made thereto in the course of the operation of the Software or Services. Licensee is solely responsible for the accuracy, quality, integrity, and legality of Customer Data, and Licensee agrees that it has secured all rights in Customer Data that are necessary for RFT to provide the Software and Services to Licensee. Licensee acknowledges that RFT cannot control the data stored or transmitted using the Software or Services and that RFT will have no responsibility or liability for deletion, correction, destruction, damage, loss or failure to store any Customer Data. Licensee acknowledges that RFT may establish general data storage practices and limits, and Licensee agrees that any such storage practices or limits may be modified by RFT in its sole discretion. Licensee is solely responsible for its decisions to not to remove any information from Customer Data, or to retain any Customer Data after termination of Licensee's subscription to the Software or Services, and Licensee agrees that RFT has no liability to Licensee in relation to any of the foregoing. Licensee represents and warrants that: (a) it has the power and authority to enter into this Agreement; (b) it has not and will not violate any applicable law in connection with its performance of its obligations under this Agreement; (c) it has not and will not violate any third party's intellectual property, trademark, trade secret or other proprietary rights or publicity or privacy rights in connection with its performance of its obligations under this Agreement; (d) it has not and will not violate any applicable law, regulation, or ordinance in any jurisdiction; and (e) it has not and will not violate any third party's rights to privacy or otherwise transmit, store or process any personal information in connection with this Agreement.

8.0 Support and Maintenance. While the license for Software remains effective and the applicable fees have been paid in accordance with this Agreement, RFT will provide Licensee with support and maintenance for the Software and Services in accordance with its support and maintenance services for the Software and Services as set forth in RFT's then-current support and maintenance program, a copy of which is located on RFT's web site ("Support Services"). RFT may elect to change the fees for and the terms of its Support Services or terminate Support Services for the Software or the Services.

9.0 - Proprietary Rights. The Software is licensed, not sold, to Licensee. Similarly, the Services are provided on a subscription basis, and are not sold to Licensee. RFT and its affiliates, suppliers, and licensors retain all right, title and interest in and to: (a) the Software, Services, and any Documentation (including all copies, components thereof and all upgrades, modifications, and derivative works thereof); (b) all intellectual property rights related to any of the foregoing, including trademark and other intellectual property and other proprietary rights embodied in or relating to the Software, Services or Documentation. Licensee acknowledges and agrees that it shall have no rights with respect to any of the foregoing other than the rights expressly granted to it in this Agreement. RFT reserves all rights not expressly granted in this Agreement. The Documentation not specifically granted to Licensee. It is acknowledged that all right, title and interest in and to the Software, Service and Documentation will remain exclusively with RFT.

10.0 Hardware. Delivery to Customer of any hardware and software are included in the hardware (together, the "Hardware") shall be FedEx Incoterms 2010) or as or after as subsequently designated by RFT in writing. Licensee shall bear all risk of loss, theft or damage to Hardware and pre-installed Software and title to any such hardware shall pass to Customer upon delivery.

11.0 Fees and Payment.

11.1. Payment Terms. Licensee shall pay to RFT the Fees due for the Software in accordance with terms of this Agreement and the applicable Order Form. Except as otherwise specifically provided in this Agreement or an Order Form, all Fees for Software and Services purchased are non-refundable and not subject to any right of setoff or recoupment. All Fees are non-refundable, and (c) liquidated payment cannot be decreased during the relevant subscription term. Any payments more than thirty (30) days overdue will be a late payment fee of 10% per month or the lesser amount required by applicable law. All amounts payable by Licensee are exclusive of any taxes, fees, duties, shipping, or other charges, however designated, now or hereafter levied. Licensee will be responsible for all taxes that RFT may be required to collect, pay, withhold, or charge under this Agreement. Licensee agrees to be responsible for payment for all activity by third parties who access or use the Software or Services through Licensee's accounts or systems, whether or not authorized by Licensee, and for any fees incurred by Licensee in connection with the Software or Services, including without limitation, any fees for overages, licenses, text messaging, or other transactions.

11.2. Payment method; Credit Card Authorization. Until all amounts due have been paid in full, Licensee agrees to keep its payment information current at all times and authorizes RFT to charge such payment method (including but not limited to credit card, debit card, wire transfer or automated clearing house payment) for all amounts due and payable. Licensee authorizes RFT to obtain updated or extended expiration dates for any credit card on file with Licensee's credit card issuer. Licensee shall promptly notify RFT of any changes to Licensee's payment information, including changes in billing address, credit card number, or credit card expiration date. Licensee shall promptly update its account information with such changes. Licensee acknowledges that RFT's ability to receive payment may depend on Licensee's payment info remaining current.

11.3. Invoicing. RFT may invoice Licensee electronically or by paper invoice. Licensee must notify RFT within ninety (90) days of receipt of any invoice of any billing errors thereon. If Licensee does not notify RFT within such time, it will be deemed to have waived its right to dispute any adjustments to Licensee's account and Licensee hereby waives any claim, allegation or contention with respect to such invoice.

11.0 Term; Termination; Suspension.

11.1. License Term. Licensed Software is offered on a subscription basis ("License Fee"). Licensee agrees by accessing the Licensed Software to be responsible for all License Fees associated with said software. Unless the published terms specify otherwise, all subscriptions automatically renew for successive periods equal to the initial subscription term. The License Fee is based on the Licensed software and Licensee's Users and may be invoiced and paid for monthly, up-front for annual or other payment plans and may not be resold, shared or distributed to other resellers, companies, or end-users. On renewal, Licensed Software will renew at the same payment terms (i.e. monthly or annual) as the original subscription, unless Licensee notifies RFT of a change payment plans, which is your option. Licensee cannot terminate a subscription that is paid for on a monthly basis until the end of the subscription period.

11.2. Unlimited Use Versions. Small and Mid-Sized Managed Services Providers ("MSP") with revenue less than $50 million per year and licensed use the unlimited versions of the Licensed Software to use Users, which means that they can physical office addresses of the MSP and geographic MSAs (Metropolitan Statistical Area) supported (and not individual MSP technicians). Licensee agrees to not exceed the number of Users specified in an Order Form. If Licensee does so, or in the event of $50 million annually, upon purchase any Licensed Software for the Licensed Software for each $50 million in revenue or the each physical location of the MSP or geographic MSA supported where the Licensed Software is being used, whichever is greater. RFT shall not be required to purchase a separate copy of the Licensed Software for each technician or other telecommunications. IT hardware infrastructure, applications, and security MSPs also engage the services of a "Master" MSP to provide services to their clients. Licensee agrees to not use the Licensed Software to provide services to Master MSP providers including ISPs, Telcos, Independent Software Vendors (ISVs) and IT departments that are not physically located in the Licensed Software for each physical site where the Licensed Software is being used. For unlimited versions of Licensed Software, RFT does not need to purchase a separate copy of the Licensed Software for each technician. Licensed Software Manager product is specifically not sold as an unlimited version subscription and the Licensed Software is purchased by subscription with a limit of ten (10) licenses unless otherwise specified in an Order Form executed in writing. The MSP Compliance Manager subscription includes all compliance standards currently supported by RFT. One license is consumed for each unique domain name scanned. Licensee agrees to not exceed the number of licenses specified in an Order Form. If Licensee does so, the Licensed Software customers require an additional license for the Licensed Software. Sites or technicians that use compliance standards under the same, single license.

11.3. Term. The Licensee will be bound for the entire Term of this Agreement. "Term" is defined as the period of time beginning on the Effective Date and ending on the date set forth in the Order Form or, if later, the expiration date of any SOW. If the Order Form does not contain a termination date, the Term shall be the period from the Effective Date to the end of the one year after the Effective Date and the expiration date of any SOW. Except as otherwise specified in an Order Form, at the end of any Term, subscriptions will automatically renew for additional Terms equal to the greater of the length of the prior Term or 12 months, unless either party gives the other party notice of non-renewal at least 30 days and no more than 60 days before the end of the relevant Term. The pricing during any renewal Term will be RFT's then-current pricing, unless Licensee receives written notice of a different price. Licensee's continued use of the Software or Services after the renewal Term will be deemed acceptance of the renewal terms.

11.4. Termination; Suspension. This Agreement and all rights and licenses granted hereunder will automatically terminate upon the earlier of (a) the date that is thirty (30) days following a party's receipt of written notice of any material breach by the defaulting party to the other party that remains uncured after any such breach remains uncured at the end of such period, or immediately in the case of any breach of Sections 2 or 3 by Licensee and (b) the end of a Term if Licensee elects not to renew. Upon any termination of this Agreement, all rights granted to Licensee in this Agreement will immediately cease and the non-exclusive, limited, revocable, worldwide, royalty-free, fully-paid, transferable license to host, cache, record, copy, view and display Customer Data for the purpose of providing the Software and Services to Licensee and its Users, as well as a right to use Customer Data to (a) improve the Software and Services, including to develop new updates, new features and other parts of the Service or the Software and/or related products and/or services; and (b) for purposes permitted by any applicable law. Except as set forth in this Agreement, as between RFT and Licensee, Licensee retains all right, title and interest in and to Customer Data and any modifications made thereto in the course of the operation of the Software or Services. Licensee is solely responsible for the accuracy, quality, integrity, and legality of Customer Data, and Licensee agrees that it has secured all rights in Customer Data that are necessary for RFT to provide the Software and Services to Licensee. Licensee acknowledges that RFT cannot control the data stored or transmitted using the Software or Services and that RFT will have no responsibility or liability for deletion, correction, destruction, damage, loss or failure to store any Customer Data. Licensee acknowledges that RFT may establish general data storage practices and limits, and Licensee agrees that any such storage practices or limits may be modified by RFT in its sole discretion. Licensee is solely responsible for its decisions to not to remove any information from Customer Data, or to retain any Customer Data after termination of Licensee's subscription to the Software or Services, and Licensee agrees that RFT has no liability to Licensee in relation to any of the foregoing. Licensee represents and warrants that: (a) it has the power and authority to enter into this Agreement; (b) it has not and will not violate any applicable law in connection with its performance of its obligations under this Agreement; (c) it has not and will not violate any third party's intellectual property, trademark, trade secret or other proprietary rights or publicity or privacy rights in connection with its performance of its obligations under this Agreement; (d) it has not and will not violate any applicable law, regulation, or ordinance in any jurisdiction; and (e) it has not and will not violate any third party's rights to privacy or otherwise transmit, store or process any personal information in connection with this Agreement.

12.0 Hardware. Delivery to Customer of any hardware and software are included in the hardware (together, the "Hardware") shall be FedEx Incoterms 2010) or as or after as subsequently designated by RFT in writing. Licensee shall bear all risk of loss, theft or damage to such hardware and pre-installed Software and title to any such hardware shall pass to Customer upon delivery.

13.0 Fees and Payment.

13.1. Payment Terms. Licensee shall pay to RFT the Fees due for the Software in accordance with terms of this Agreement and the applicable Order Form. Except as otherwise specifically provided in this Agreement or an Order Form, all Fees for Software and Services purchased are non-refundable and not subject to any right of setoff or recoupment. All Fees are non-refundable, and (c) liquidated payment cannot be decreased during the relevant subscription term. Any payments more than thirty (30) days overdue will be a late payment fee of 10% per month or the lesser amount required by applicable law. All amounts payable by Licensee are exclusive of any taxes, fees, duties, shipping, or other charges, however designated, now or hereafter levied. Licensee will be responsible for all taxes that RFT may be required to collect, pay, withhold, or charge under this Agreement. Licensee agrees to be responsible for payment for all activity by third parties who access or use the Software or Services through Licensee's accounts or systems, whether or not authorized by Licensee, and for any fees incurred by Licensee in connection with the Software or Services, including without limitation, any fees for overages, licenses, text messaging, or other transactions.

13.2. Payment method; Credit Card Authorization. Until all amounts due have been paid in full, Licensee agrees to keep its payment information current at all times and authorizes RFT to charge such payment method (including but not limited to credit card, debit card, wire transfer or automated clearing house payment) for all amounts due and payable. Licensee authorizes RFT to obtain updated or extended expiration dates for any credit card on file with Licensee's credit card issuer. Licensee shall promptly notify RFT of any changes to Licensee's payment information, including changes in billing address, credit card number, or credit card expiration date. Licensee shall promptly update its account information with such changes. Licensee acknowledges that RFT's ability to receive payment may depend on Licensee's payment info remaining current.

13.3. Invoicing. RFT may invoice Licensee electronically or by paper invoice. Licensee must notify RFT within ninety (90) days of receipt of any invoice of any billing errors thereon. If Licensee does not notify RFT within such time, it will be deemed to have waived its right to dispute any adjustments to Licensee's account and Licensee hereby waives any claim, allegation or contention with respect to such invoice.

13.0 Term; Termination; Suspension.

13.1. License Term. Licensed Software is offered on a subscription basis ("License Fee"). Licensee agrees by accessing the Licensed Software to be responsible for all License Fees associated with said software. Unless the published terms specify otherwise, all subscriptions automatically renew for successive periods equal to the initial subscription term. The License Fee is based on the Licensed software and Licensee's Users and may be invoiced and paid for monthly, up-front for annual or other payment plans and may not be resold, shared or distributed to other resellers, companies, or end-users. On renewal, Licensed Software will renew at the same payment terms (i.e. monthly or annual) as the original subscription, unless Licensee notifies RFT of a change payment plans, which is your option. Licensee cannot terminate a subscription that is paid for on a monthly basis until the end of the subscription period.

13.2. Unlimited Use Versions. Small and Mid-Sized Managed Services Providers ("MSP") with revenue less than $50 million per year and licensed use the unlimited versions of the Licensed Software to use Users, which means that they can physical office addresses of the MSP and geographic MSAs (Metropolitan Statistical Area) supported (and not individual MSP technicians). Licensee agrees to not exceed the number of Users specified in an Order Form. If Licensee does so, or in the event of $50 million annually, upon purchase any Licensed Software for the Licensed Software for each $50 million in revenue or the each physical location of the MSP or geographic MSA supported where the Licensed Software is being used, whichever is greater. RFT shall not be required to purchase a separate copy of the Licensed Software for each technician or other telecommunications. IT hardware infrastructure, applications, and security MSPs also engage the services of a "Master" MSP to provide services to their clients. Licensee agrees to not use the Licensed Software to provide services to Master MSP providers including ISPs, Telcos, Independent Software Vendors (ISVs) and IT departments that are not physically located in the Licensed Software for each physical site where the Licensed Software is being used, whichever is greater. For unlimited versions of Licensed Software, RFT does not need to purchase a separate copy of the Licensed Software for each technician. Licensed Software Manager product is specifically not sold as an unlimited version subscription and the Licensed Software is purchased by subscription with a limit of ten (10) licenses unless otherwise specified in an Order Form executed in writing. The MSP Compliance Manager subscription includes all compliance standards currently supported by RFT. One license is consumed for each unique domain name scanned. Licensee agrees to not exceed the number of licenses specified in an Order Form. If Licensee does so, the Licensed Software customers require an additional license for the Licensed Software. Sites or technicians that use compliance standards under the same, single license.

13.3. Term. The Licensee will be bound for the entire Term of this Agreement. "Term" is defined as the period of time beginning on the Effective Date and ending on the date set forth in the Order Form or, if later, the expiration date of any SOW. If the Order Form does not contain a termination date, the Term shall be the period from the Effective Date to the end of the one year after the Effective Date and the expiration date of any SOW. Except as otherwise specified in an Order Form, at the end of any Term, subscriptions will automatically renew for additional Terms equal to the greater of the length of the prior Term or 12 months, unless either party gives the other party notice of non-renewal at least 30 days and no more than 60 days before the end of the relevant Term. The pricing during any renewal Term will be RFT's then-current pricing, unless Licensee receives written notice of a different price. Licensee's continued use of the Software or Services after the renewal Term will be deemed acceptance of the renewal terms.

13.4. Termination; Suspension. This Agreement and all rights and licenses granted hereunder will automatically terminate upon the earlier of (a) the date that is thirty (30) days following a party's receipt of written notice of any material breach by the defaulting party to the other party that remains uncured after any such breach remains uncured at the end of such period, or immediately in the case of any breach of Sections 2 or 3 by Licensee and (b) the end of a Term if Licensee elects not to renew. Upon any termination of this Agreement, all rights granted to Licensee in this Agreement will immediately cease and the non-exclusive, limited, revocable, worldwide, royalty-free, fully-paid, transferable license to host, cache, record, copy, view and display Customer Data for the purpose of providing the Software and Services to Licensee and its Users, as well as a right to use Customer Data to (a) improve the Software and Services, including to develop new updates, new features and other parts of the Service or the Software and/or related products and/or services; and (b) for purposes permitted by any applicable law. Except as set forth in this Agreement, as between RFT and Licensee, Licensee retains all right, title and interest in and to Customer Data and any modifications made thereto in the course of the operation of the Software or Services. Licensee is solely responsible for the accuracy, quality, integrity, and legality of Customer Data, and Licensee agrees that it has secured all rights in Customer Data that are necessary for RFT to provide the Software and Services to Licensee. Licensee acknowledges that RFT cannot control the data stored or transmitted using the Software or Services and that RFT will have no responsibility or liability for deletion, correction, destruction, damage, loss or failure to store any Customer Data. Licensee acknowledges that RFT may establish general data storage practices and limits, and Licensee agrees that any such storage practices or limits may be modified by RFT in its sole discretion. Licensee is solely responsible for its decisions to not to remove any information from Customer Data, or to retain any Customer Data after termination of Licensee's subscription to the Software or Services, and Licensee agrees that RFT has no liability to Licensee in relation to any of the foregoing. Licensee represents and warrants that: (a) it has the power and authority to enter into this Agreement; (b) it has not and will not violate any applicable law in connection with its performance of its obligations under this Agreement; (c) it has not and will not violate any third party's intellectual property, trademark, trade secret or other proprietary rights or publicity or privacy rights in connection with its performance of its obligations under this Agreement; (d) it has not and will not violate any applicable law, regulation, or ordinance in any jurisdiction; and (e) it has not and will not violate any third party's rights to privacy or otherwise transmit, store or process any personal information in connection with this Agreement.