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**7.2. Indemnification.** You agree to indemnify and hold Kasm Technologies and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Software; (b) violation of this agreement or any law or regulation; or (c) violation of any right of a third party.

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**8.2. Termination for Breach.** Kasm Technologies may terminate this EULA effective immediately upon written notice to You if: (a) You fail to pay any portion of the fees under an applicable Order within ten (10) days after receiving written notice from Kasm Technologies that payment is past due; or (b) You breach any other provision of this EULA and fail to cure within thirty (30) days after receipt of Kasm Technologies' written notice thereof.

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**8.4. Effect of Termination.** Upon Kasm Technologies' termination of this EULA: (a) all Licensed rights to all Software granted to You under this EULA will immediately cease; and (b) You must cease all use of all Software, and certify destruction of all Software, confidential information, and license keys.

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**9.3. Data Privacy.** You agree that Kasm Technologies may process technical and related information about Your use of the Software which may include internet protocol address, hardware identification, operating system, application software, peripheral hardware, and non-personally identifiable Software usage statistics to facilitate the provisioning of updates, support, invoicing or online services.

## 10. GENERAL

**10.1. Transfers & Assignment.** Except to the extent transfer may not legally be restricted, You will not assign this EULA, any Order, or any right or obligation herein or delegate any performance without Kasm Technologies' prior written consent, which consent will not be unreasonably withheld. Kasm Technologies may use sufficiently qualified subcontractors to provide services to You, provided that Kasm Technologies remains responsible to You for the performance of the services.

**10.2. Waiver.** The failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

**10.3. Severability.** If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**10.4. Compliance with Laws; Export Control; Government Regulations.** Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be

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**10.6. Order of Precedence.** In the event of conflict or inconsistency among this EULA and the Order, the terms of this EULA shall supersede and control over any conflicting or additional terms and conditions of any order, acknowledgement or confirmation or other document issued by You.

**10.7. Entire Agreement.** This EULA, including accepted Orders and any amendments, contain the entire agreement of the parties with respect to this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties.

**10.8. Contact Information.** Please direct legal notices or other correspondence to:

**[contracts@kasmweb.com](mailto:contracts@kasmweb.com)**  
**Kasm Technologies**  
**1765 Greensboro Station Place STE 900**  
**McLean, Virginia 22102**  
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