

MRE TECHNOLOGY SERVICES, LLC ("MRETS")

STANDARD TERMS AND CONDITIONS OF SALE

FOR TECHNOLOGY PRODUCTS AND SERVICES

1. Offer and Acceptance: MRETS offers to sell and deliver products and services (referred to herein as "products") in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. MRETS hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer's purchase order, unless MRETS expressly agrees to such terms in writing.
2. Prices and Releases: MRETS's price in effect on the actual ship date for the quantity actually shipped shall apply.
3. Title and Delivery: If products are shipped from MRETS facilities, shipments inside the U.S. shall be delivered F.O.B. MRETS's offices in Houston, Texas. Shipments outside the U.S. shall be delivered FCA (Incoterms 2000) Buyer's designated carrier. Title and liability for loss or damage shall pass to Buyer upon MRETS's delivery to Buyer's designated carrier. Any subsequent loss or damage shall not relieve Buyer from its obligations. Buyer shall reimburse MRETS for insurance and transportation costs on international shipments and shall be responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required. MRETS may deliver products in installments. Delivery dates are estimates. MRETS shall not be liable for any damage, losses or expenses incurred by Buyer if MRETS fails to meet the estimated delivery dates. If shipment of products is made directly from a distributor or manufacturer to Buyer, the shipping rules and conditions stated in their policies shall apply.
4. Payment Terms: If MRETS extends credit to Buyer, payment terms shall be net thirty (30) days after MRETS's invoice. MRETS may change or withdraw credit amounts or payment terms at any time for any reason. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. If Buyer fails to make any payment when due, MRETS may suspend or cancel performance under any agreements in which MRETS has extended credit to Buyer. MRETS's suspension of performance may result in rescheduling delays. If, in MRETS's judgment, Buyer's financial condition does not justify the payment terms specified herein, then MRETS may terminate this contract unless Buyer immediately pays for all products that have been delivered and pays in advance for all products to be delivered. Termination in accordance with this clause shall not affect MRETS's right to pursue any other available remedies.
5. Taxes: Prices do not include applicable taxes or duties. Buyer is solely responsible for paying all applicable taxes and duties. MRETS will add sales taxes to the sales price where required by applicable law, and Buyer will pay such taxes unless Buyer provides MRETS with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its payment to MRETS, Buyer shall promptly pay such amount to the appropriate tax authority and take all reasonable steps to minimize such withholding tax.

6. Contingencies: MRETS shall not be in breach of this contract and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond MRETS's reasonable control, including but not limited to shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God.

7. Warranties and Related Remedies:

7.1 Products not manufactured by MRETS shall carry only the warranty offered by the original manufacturer, unless specified otherwise in the offering or agreed upon by MRETS. Services shall be good and workmanlike. MRETS's warranty shall not apply to products that have been improperly installed, installed in an improper application, damaged by accident or abuse, or if Buyer alters them or fails to maintain them in accordance with the manufacturer's specifications or good practice. All labor costs and transportation costs are the responsibility and the expense of Buyer or as stated in the warranty of the original manufacturer. Buyer agrees to follow all applicable return policies of the manufacturer or the manufacturer's representative with respect to refund or repair procedures. MRETS shall not be liable for any defects that result from Buyer's design, specifications or instructions for such components.

7.2 EXCEPT AS SET FORTH ABOVE, PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." MRETS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.3 Buyer agrees that prior to using or distributing any systems that include MRETS products, Buyer will thoroughly test such systems and the functionality of such MRETS products as used in such systems. MRETS may provide technical, applications or design advice, quality characterization, reliability data or other services. Buyer agrees that providing these services shall not expand or otherwise alter MRETS's warranties, as set forth above, and no additional obligations or liabilities shall arise from MRETS providing such services.

7.4 No MRETS products are authorized for use in FDA Class III (or similar life-critical medical equipment) unless authorized officers of the parties have executed a special agreement specifically governing such use. Only those MRETS components which MRETS has specifically designated as military grade are designed and intended for use in military/aerospace applications or environments. Buyer acknowledges and agrees that any military or aerospace use of MRETS products which have not been so designated is solely at the Buyer's risk, and that Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

7.5 Notwithstanding anything to the contrary, SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." MRETS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Intellectual Property Indemnification:

8.1 MRETS will not pay any damages, liabilities or costs and will not defend, indemnify or hold harmless Buyer against any claim, suit or proceeding brought against Buyer, insofar as such claim, suit or proceeding is based on an allegation that products supplied by MRETS to Buyer directly infringe any patent, copyright, or trade secret.

THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

9. Limitations and Damages Disclaimer:

9.1 General Limitations. IN NO EVENT SHALL MRETS BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OF THE PRODUCTS PROVIDED HEREUNDER, REGARDLESS OF WHETHER MRETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RE-TESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST MRETS MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

9.2 Specific Limitations. IN NO EVENT SHALL MRETS'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR ANY USE OF ANY MRETS PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO MRETS FOR THE PARTICULAR UNITS SOLD OR SERVICES RENEDERED UNDER THIS CONTRACT WITHIN THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM AROSE, WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS OR SERVICES SOLD TO BUYER UNDER THIS CONTRACT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

9.3 BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

9.4 ATTORNEYS' FEE WAIVER. If there is any dispute concerning these terms and conditions or the performance of either party pursuant to these terms and conditions, and either party retains counsel for the purpose of enforcing any of these terms and conditions or asserting these terms and conditions in defense of suit filed against it, each party will be solely responsible for its own costs and attorneys' fees incurred in

connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion, and regardless of whether applicable law provides for attorneys' fees as a recoverable cost or element of damage in such a claim or suit.

10. Cancellations and Rescheduling. No cancellation or rescheduling of orders by Buyer within fifteen (15) days of MRETS's estimated shipping date for the component will be accepted.

11. Non-waiver of Default: In the event of any default by Buyer, MRETS may decline to make further shipments. If MRETS elects to continue to make shipments, MRETS's action shall not constitute a waiver of any such default or affect MRETS's legal remedies for any such default.

12. Governing Law: This contract shall be governed by and interpreted in accordance with the laws of the State of Texas, without reference to conflict-of-laws principles. If for any reason a court of competent jurisdiction finds any provision of this contract to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of this contract will continue in full force and effect. This contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). Buyer agrees that non-exclusive jurisdiction for any dispute arising out of or relating to this contract lies within courts located in the State of Texas and consents to venue in Harris County, Texas. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court, and MRETS may seek injunctive relief in any United States or foreign court.

13. Export Control:

13.1 Buyer agrees that unless prior authorization is obtained from the U.S. Department of Commerce, neither Buyer nor its subsidiaries shall export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR")), received from MRETS, or export, re-export, or release, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export or release of the technology, software, software source code, or direct product is prohibited by the EAR. Buyer furnishes the assurances provided herein to MRETS in compliance with Part 740 (Technology and Software Under Restriction) of the EAR.

13.2 Buyer further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code acquired from MRETS under this contract or any direct product of such technical data, software or software source code. Accordingly, Buyer shall not sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by US or applicable non-US laws. Further, Buyer shall give notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such product, technical data, software or software source code from Buyer with the intention of exportation. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this contract. If government approvals cannot be obtained,

MRETS may terminate, cancel or otherwise be excused from performing any obligations it may have under this contract.

13.3 Any product export classification made by MRETS shall be for MRETS's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such product or whether an export license or other documentation is required for the exportation of such product. This Section 13 shall survive termination of this contract.

14. Assignment: This contract shall not be assignable by Buyer without MRETS's prior written consent. Any unauthorized assignment shall be null and void.

15. Entire Agreement: This contract and the manufacturer's and distributor's instructions, warranties, warranty disclaimers and policies incorporated herein by reference or otherwise constitute the entire agreement between the parties relating to the sale of the products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No prior representations or statements relating to the sale of the products made by any MRETS representative, which are not stated herein, shall be binding on MRETS. No addition to or modification of any provision of this contract shall be binding upon MRETS unless made in writing and signed by a duly authorized MRETS representative. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this contract. These terms and conditions shall prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any purchase order or other writing not expressly incorporated herein, including but not limited to data sheets, application notes and purchase order acknowledgements. The section headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract. The distributor's terms and conditions for use, warranties and disclaimers, limitations of liability and remedies and other terms which are incorporated into this contract are attached hereto as Exhibit 1.

EXHIBIT 1 TO MRETS TERMS AND CONDITIONS (DATTO)

Datto Business Continuity and Disaster Recovery (BCDR) Product Terms of Use

Updated as of September 25, 2023

These BCDR Product and Services Terms of Use ("**BCDR Terms**") govern your use of Datto's BCDR Products, including the Datto SIRIS, Datto ALTO, Datto NAS, Datto Endpoint Backup for PCs, Datto Backup for Microsoft Azure, Datto Workplace and Datto File Protection (collectively, "**BCDR Products**" or "**Products**"). By purchasing or using Datto's BCDR Products, you agree to be bound by these BCDR Terms, which are incorporated into the [Kaseya Master Agreement](#) (the "**Agreement**") between you, Datto and Datto's affiliated companies including its parent company Kaseya Holdings, Inc. and Kaseya's affiliates ("**Datto**"). Certain Products have additional terms specific to those Products, which can be found at the end of these Terms of Use ("**Product Specific Terms**") or in the Product Specifications. For clarity, the Products includes the Kaseya Services related to the Products. In the event of any conflict between the Agreement and these Terms, these Terms will take precedence with respect to the Products. In the event of any conflict between Product Specific Terms and the remainder of these Terms, the Product Specific Terms will take precedence with respect to that Product.

Capitalized terms not defined in these Terms have the meaning given to them in the Datto Partner Agreement. For clarity, BCDR Products includes the Datto Services related to the Products.

If you do not agree to these BCDR Terms, do not register, access or use any Datto BCDR Product.

1. USE OF BCDR PRODUCTS

- a. Right to Use. Subject to your compliance with these BCDR Terms, the Agreement and the receipt by us of all fees applicable to the Product, Datto grants you a limited, revocable, non-sublicensable, non-exclusive right and license to access and use the Product in accordance with the Product Specifications. If your use of the Product involves the use of agent Software, you hereby agree to the terms of all applicable agent Software licenses.
- b. Third Party Technology/License Terms. - Certain Products may involve or allow the use of third party technology, which is subject to such third parties' terms. These terms are located under the heading "[BCDR Third Party Terms](#)" on the Online Portal. You agree that your use of a Product is deemed your express consent to all such applicable BCDR Third Party Terms.
- c. End User Terms. If you use or manage a Product on behalf of another entity (a "**Client**"), if you resell a Product to another entity, or if you authorize a Client to directly use or support a Product,

you must ensure that the Client or customer agrees to the End User Terms in substantially the form attached as Exhibit A hereto as part of a valid, enforceable contract between you and the End User.

d. Any additional Licenses, add-on features or other usage added to a Service Subscription after initial registration either by you, a Client or any authorized administrator of the Product, either manually or through any enabled automatic add features, will be automatically provisioned and will be deemed to modify the Order. You acknowledge that you are responsible for any features you enable for each Service Subscription, or that you allow your Client to enable, either upon initial registration or at any time thereafter, including but not limited to, automatic add and License cap features.

e. Fair Use. Datto BCDR Products provide backup, recovery and business continuity functions in an emergency setting, and are not for extended use as a production environment. Accordingly, Datto reserves the right to disable virtualizations that extend beyond the term of a documented business continuity event or a limited testing period. Further, all access and use of BCDR Products are subject to the Fair Use policies set forth in the Agreement, which prohibit use that:

- Results in excessive consumption of Datto resources;
- Harms Datto services, networks or other resources; and/or
- Circumvents the intended use of the Product.

2. SERVICE SUBSCRIPTIONS AND SERVICE PLANS

a. Service Subscription Required. All rights to use the Products are conditioned upon enrollment in a valid Service Subscription for which we receive timely payment. A Service Subscription includes a Service Plan, Term and License/usage measure.

b. Service Plan. All Service Plans include applicable Licenses to the technology needed to perform the core functions for that Service Plan and access to Technical Support. Available Service Plans vary depending on the Product and are described herein or in the current Product Specifications.

c. Registration. You are required to register each Product with us in order to use the Products. During registration, you agree to provide accurate and complete information, and you further agree to promptly update this information should it change. If a Product is not properly registered in a current, paid Service Subscription we have no obligation to allow access to or use of the Product, nor to provide any related Services.

d. Service Subscription Term. The term of a Service Subscription is indicated on the applicable Order and is for a defined number of consecutive months (a Committed Service Term). Service Subscription Term options vary by Product and not all options are available for all Products. Billing for a Service Subscription begins on the Activation Date, or "Effective Date" as set forth on the applicable accepted Quote.

e. Automatic Renewals and Cancellation of Services. Service Subscription Terms for BCDR Products will automatically renew for subsequent Committed Service Terms of 12 months each unless you provide us with timely notice of cancellation using the tools or methods described in the Product Specifications. However, for purchases of Datto Siris, Datto Alto and Datto NAS made prior to September 1, 2022, an expiring Committed Service Term will automatically renew on a month-to-month basis. Service Subscription will continue until affirmatively cancelled by you and incur Service Subscription fees, even if has no remaining enrolled Protected Systems, or is otherwise no longer taking backups. You may cancel automatic renewal by providing written notice to Datto at least thirty (30) days prior to the end of the current Committed Service Term.

3. USE OF DATTO BACKUP FOR MICROSOFT AZURE

a. Description of Product and Use. Datto Backup for Microsoft Azure protects Content associated with one or more applications running on Microsoft Azure virtual machines controlled by you or your Client (each a “**Protected System**”). Protected System(s) are designated by you at the time of registration of the Datto Backup for Microsoft Azure Service Subscription. You or any other entity on behalf of which you manage or use the Product (a “**Client**”), and not Datto, are responsible for each Protected System environment, including its access, security, rights, structure, configuration and all charges applicable to use of the Protected System.

b. Special Subscription Considerations for Datto Backup for Microsoft Azure. All Protected Systems in a Datto Backup for Microsoft Azure Service Subscription must have the same Service Term and Service Plan, and must be located in the same Azure region. You are responsible for the proper configuration of Protected Systems.

c. Access to Protected Systems. You must maintain authorization and access to the Protected Systems so that we are regularly able to access it for purposes of providing the Product. You acknowledge and agree that Content may not be available or restorable (i) if our access authority to a Protected System is changed or otherwise restricted (including restrictions due to changes in the Protected System provider’s API, permissions or access guidelines); (ii) due to unavailability of the Protected System; and/or (iii) with respect to modifications to the Content that are not captured in the backup frequency or retention schedule for the Service Plan chosen.

4. PAYMENTS

a. Monthly Service Subscription Fees and Invoicing. The Service Subscription Fees are set forth in the applicable Order. Service Subscription fees are due and payable upon invoice receipt commencing on the first day of the month following the Activation Date, and are billed monthly in advance on the first day of the month. In the first month following the Activation Date, additional charges may be due covering the partial month period from the Activation Date through the end of that month. A Service Subscription ends on the last day of a calendar month.

b. Committed Service Terms.

- i. For calculation of Committed Service Terms, a Committed Service Term will commence on the first of the month following the start of the Service Subscription and will remain in effect for the defined number of consecutive months. If any Service Subscription includes an initial period with no charge (or reduced charge), the Committed Service Term will be extended automatically by the length of such period.
- ii. You agree to pay Service Subscription fees for the entire Committed Service Term. If you terminate Service at any time during a Committed Service Term, a lump sum payment (equal to 100% of the monthly unpaid Service Subscription fee times the number of months remaining in the Committed Service Term less any amounts already prepaid) will be due immediately and charged to your preferred payment method.
- c. Prepayment of Service Subscription Fees. You may prepay a Service Subscription for certain Products. In the event of termination of a prepaid Service Subscription, no refund for unused Service will be given unless otherwise agreed in writing.

5. ACCESS AND SECURITY

- a. Your Responsibility for Security. You are responsible for the proper configuration and maintenance of physical, administrative and technical safeguards as they relate to access to and use of the Product, accounts and Content. In no event will we be responsible, nor will we have any liability, for physical, administrative, or technical controls related to the Product that you control, including but not limited to network connectivity and internet connectivity.
- b. Our Security Measures. We use physical, technical and administrative safeguards designed to secure the Products and Content under our control against accidental or unauthorized loss, access or disclosure. However, no password-protected system of data storage and retrieval can be made entirely impenetrable and you acknowledge and agree that despite the measures employed, the Products and Content are not guaranteed against all security threats or other vulnerabilities and you use the Products with all Content at your own risk.

6. BCDR RETENTION SCHEDULES AND TERMINATION

- a. Local and Cloud Backups and Retention Schedules. Depending on the BCDR Product, Products may retain backups on a local device and/or in the Cloud. Data associated with Products enrolled in a Datto Cloud Service Plan will be retained as specified in the applicable Retention Schedule associated with the Datto Cloud Service Plan that you purchase for as long as the Product is under an active Service Subscription. Settings that control how data is retained on a local Product are set by you. It is your obligation to understand how retention works, including the pruning schedules that are associated with each Cloud Service Plan.
- b. Examples of Cloud Service Plans. Datto Cloud Service Plans include the following, however, details of the different retention options are set forth in the BCDR Product Specifications and must

be consulted to understand the manner in which backups are “rolled-up” from intra-dailies to, eventually, monthly backups, and are “pruned.”

Plan	Description
1-Year Cloud Retention (also known as 1 Year Time Based Retention)	Incremental data backups are retained for one year on a rolling basis, with the oldest backups deleted after one year. Automatic consolidation/roll-ups of incremental backup recovery points is applied on a rolling basis
Infinite Cloud Retention	Incremental data backups are retained for an indefinite period of time for as long as the subscription is current. Automatic consolidation/roll-ups of backup recovery points is applied on a rolling basis.
Capacity Based Storage (previously known as Total Cloud Retention)	This option allows you to set your own retention schedule, subject to a pre-defined amount of Datto Cloud storage. Use in excess of the allotment is charged as an additional amount.

c. Retention of Data After Termination. If a Service Subscription terminates, Datto reserves the right to delete the backed up data in the Datto Cloud associated with your Product as set forth in the following table. It is your responsibility, prior to or during this period, at your expense, to request a copy of the data if you would like to retain a copy of the backed up data in the Datto Cloud associated with your Product.

BCDR Product Type	Retention Period After Termination
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Datto Backup for Microsoft Azure	30 days, provided that if the Protected System is removed from the Service Subscription, then there is no retention, and export must be done prior to removal.
Datto Endpoint Backup for PCs	No Retention. Export must be done prior to termination.
All other Datto BCDR Products	60 days

d. Round Trips and Reverse Round Trips. Datto RoundTrip service is used to expedite the replication of large data sets from a local Datto device to the Datto Cloud. Reverse RoundTrip service is fee-based and used to retrieve large data sets from the Datto Cloud. These services involve the use of physical storage devices supplied by Datto or you. You are responsible to pay the cost of the RoundTrip storage device if it is damaged or lost in your custody or during shipments, or if you fail to return it. RoundTrip and Reverse RoundTrip services are subject to Datto’s procedures and terms, which can be found in the Specifications and Knowledgebase articles for these services, and may not be available for all Products.

e. Upgrades. Datto typically allows you to purchase a new device and return an existing device in the form of an Upgrade. If you are interested in an Upgrade, please contact your Datto sales representative for any available Upgrade paths for your device, and consult Datto's policies and Knowledgebase articles to learn more about Upgrade options. Should you proceed with an Upgrade, Datto's Upgrade procedures and terms must be followed.

f. Return of Hardware Not Purchased. If you have been provided hardware for use under a subscription model (i.e., the hardware was not listed as a separate line item on your invoice), you must return the hardware at the end of the subscription term. If you wish to renew your subscription, please speak to your salesperson about options to either continue using your current hardware during the new subscription term, or replacing it with new hardware. **It is your obligation to remove all data from hardware before returning it.** You may contact Support to start a return process when needed, and must follow datto's standard return guidelines. Should you fail to return hardware when required, Datto reserves the right to charge you the purchase price of the hardware.

7. WARRANTY

a. Standard Limited Hardware Warranty for New BCDR Hardware. Newly purchased BCDR hardware is warranted against defects in materials and workmanship under normal use, handling and installation for a warranty period as stated in the table below, which starts on the date the associated device is shipped to you. For hardware that is in-warranty and found by Datto to be defective, Datto's warranty obligations are limited to, at Datto's option, either: (i) repairing the device using new or refurbished parts that are equivalent to new in performance and reliability; (ii) replacing the device with one that is new or formed from new and/or refurbished parts that are equivalent to new in performance and reliability; or (iii) issuing a credit for the device. To be eligible for warranty service, a device must be enrolled in an active Service Subscription for which payment is current. Datto's warranty does not extend to or include Software included with the associated device. All warranty claims must be received by Datto within the applicable warranty period.

Device Hardware Type	Standard Warranty Period
Datto SIRIS 3 or later; Datto NAS 3 of later;	5 years
Datto ALTO and all other Datto devices	3 years

b. Exclusions from Warranty. Datto's hardware warranty does not cover device defects or failures resulting from 1) accident, neglect or abuse; 2) improper installation or maintenance; or 3) modifications, repairs, improvements, installation of third party software, or other changes to the hardware or software components of the device that have not been authorized in writing by Datto. You are responsible for any costs related to the foregoing exclusions.

c. Warranty on Repair/Replacement Devices. A replacement device will continue to be under warranty for a period equal to the greater of (i) the balance of the existing warranty period for the original device; or (ii) sixty (60) days.

d. Warranty Returns. You will be required to follow Datto's standard RMA guidelines on packaging and shipping when returning defective Product for replacement or repair. An RMA may be commenced by contacting Technical Support. **To avoid inadvertent data loss**, please note that we will not automatically cancel a Service Subscription on a hardware device that has been authorized for return. Instead, we will terminate the Service Subscription as of the last day of the month we receive a returned device. If you do not return a device to us that is being replaced (for warranty, upgrade, or any other reason), billing will continue on the device until you cancel the Service Subscription.

e. Limit on Warranty. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY DATTO AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

8. PRODUCT SPECIFIC TERMS.

a. Datto Workplace

i. How Workplace is Organized and Charged. Workplace Manager is a web portal that allows you to provision and manage Datto Workplace for your Clients. Datto Workplace Clients are organized into Teams. User Licenses, Server Licenses and storage are allocated to Teams. Actual usage is calculated by adding allocated Licenses and storage to active Teams in your Workplace Manager portal ("**Actual Usage**"). You will be billed monthly at the greater of Actual Usage or the number of Licenses designated in your Service Subscription for a Committed Service Term.

ii. Service Plans. Each Team is configured under an available Service Plan. Full details and features of available Service Plans are set forth in the Specifications and may include plans that are unlimited or metered. You are responsible for creating, managing and deleting Teams in your Workplace Manager account, using permissions and security levels as available. You, and not Datto, are responsible for supporting your Teams and Clients.

iii. End user Terms. End User Terms for Datto Workplace are made available at time of registration of the individual users.

b. Datto File Protection. File Protection Manager is a web portal that allows you to provision Datto File Protection for your Clients. All provisioning of Datto File Protection must be initiated with a Datto sales representative.

Exhibit A

BCDR End User Terms

These End User Terms ("**Terms**"), including any Exhibits, apply to you as the person or entity that owns, licenses, or lawfully controls the data, files or other content ("**Content**") with which a Datto backup and business continuity product ("**Product**") will be used. Datto does not provide the Product directly to you. The Product is sold and provided by Datto, Inc. or one of its subsidiaries or affiliates ("**Datto**") directly to the reseller/managed service provider ("**Administrator**") who will (a) use and manage the Product on your behalf with your Content; and who may also (b) authorize you to access, use or manage the Product yourself, either through the Product interface or through a portal account, in which case you will be considered an additional authorized administrator of the Product.

1. RIGHTS TO THE PRODUCT

You acknowledge that Datto and its licensors own all intellectual property rights in and to the Product. You will not engage in or authorize any activity that is inconsistent with such ownership. The Product may involve the use of third party technology licensed by Datto, the use of which is subject to such third parties' license or other end user customer terms.

2. DATTO'S RIGHTS AND RESPONSIBILITIES REGARDING CONTENT

a. Datto's Use of Content. Datto will use Content only as necessary to provide and support the Product and will not otherwise access Content other than as permitted herein, as described in the Datto Privacy Policy, or as authorized by an Administrator for support.

b. Datto's Rights. In the event that Datto reasonably believes Content or related Product use violates these terms, may disrupt or threaten the operation or security of any computer, network, system or the Product, or may otherwise subject Datto to liability, Datto reserves the right to refuse or disable access to the Product or Content. Datto may also take such action pursuant to the Digital Millennium Copyright Act and/or as required to comply with law or any judicial, regulatory or other governmental order or request. Datto will use reasonable efforts to contact the Administrator prior to taking such action. Notwithstanding the foregoing, Datto may restrict access to any Product or Content without prior notice as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that Datto takes any such action without prior notice, Datto will provide notice to the Administrator, unless prohibited by law.

c. Use of Aggregate Data. Notwithstanding anything else in these Terms or otherwise, Datto may evaluate and process use of the Product and Content in an aggregate and anonymous manner, meaning in such a way that the individual is not or no longer identified or identifiable and compile statistical and performance information related thereto (referred to as "**Aggregate Data**"). Datto may use, process and share such Aggregate Data with third parties to improve the Products, develop new products, understand and/or analyze usage, demand, and general industry trends, develop and

publish white papers, reports, and databases summarizing the foregoing, and generally for any purpose related to Datto's business. Datto retains all intellectual property rights in Aggregate Data. For clarity, Aggregate Data does not include any personally identifiable information nor identify any End User or individual.

d. Right to Change Products. Datto may make changes to its Products through updates and upgrades that offer new features, functionality, and efficiencies ("**Enhancements**"). Datto reserves the right to add new Products and Enhancements and to replace or discontinue Products or Enhancements at any time.

e. Right to Interact with Products. You agree that Datto may and you hereby authorize Datto to interact remotely with any deployed Product in order to test, troubleshoot, update, analyze use of or modify the Product or the environment in which it operates.

3. ADMINISTRATOR

a. Datto's Relationship with Administrators. Datto will interact with the Administrator(s) you appoint to operate and manage use of the Product with your Content. You expressly agree that Datto may rely on the instructions and authorization of the Administrator with respect to use and support of the Product and access and control of your Content. You are not a third party beneficiary of any agreement between Datto and an Administrator. An Administrator is not an agent of Datto and is not authorized to make any representations or warranties on behalf of Datto regarding the Product or its use.

b. Your Relationship With Administrators. You are responsible for instructing and authorizing the Administrator with respect to use of the Product including backup settings, management, retention and deletion of Content, and transition of Product or Content to a different Administrator, and transition assistance and cooperation upon termination or expiration of any relationship between or among Administrator, you and/or Datto.

4. YOUR DIRECT USE OF A PRODUCT

If the Administrator authorizes you to access or use a Product directly, through the Product interface or through a portal account, you are responsible for all actions you take with respect to use of the Product including backup settings and management, retention and deletion of Content and Datto may rely on your instructions as an authorized administrator of the Product. Any support for the Product is provided to you by the Administrator and not directly by Datto.

5. SECURITY

a. Datto's Security Measures. Datto has implemented and maintains physical, technical and administrative measures designed to help secure Content under Datto's control against accidental or unlawful loss, access or disclosure. However, no password-protected system of data storage and

retrieval can be made entirely impenetrable and you acknowledge and agree that despite the reasonable measures employed, the Products and Content are not guaranteed against all security threats or other vulnerabilities.

b. Administrator's Security Measures. You acknowledge and agree that the Administrator you authorize to manage use of the Product on your behalf has access to and manages your Content. You and/or the Administrator are responsible, and in no event will Datto be responsible, for any physical, administrative, or technical controls related to Products or Content not under the exclusive control of Datto, including but not limited to local Product access, passwords or other access credentials, LAN or internet connectivity. You and/or the Administrator are responsible for the proper configuration and maintenance of security measures and for determining the security measures appropriate for the Content, including local encryption of sensitive Content.

6. INDEMNIFICATION

You will defend, indemnify and hold harmless Datto from and against any loss, cost, liability or damage, including attorneys' fees, for which Datto becomes liable arising from any claim relating to your Content, including if it a) infringes or misappropriates the intellectual property rights or other rights of a third party; b) violates any applicable law; or c) otherwise is in violation of these End User Terms or the applicable Product Terms of Use.

7. LIMITATIONS OF LIABILITY

THE DATTO PRODUCT, INCLUDING ANY THIRD PARTY COMPONENTS OR TECHNOLOGY, ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DATTO DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, DATA SECURITY, QUIET ENJOYMENT, TITLE, AND/OR NON-INFRINGEMENT OR ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. DATTO DOES NOT WARRANT THAT THE PRODUCT WILL MEET ANY SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF ANY PRODUCT WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

DATTO MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE PRODUCT'S COMPLIANCE WITH LAWS AND REGULATIONS SPECIFICALLY APPLICABLE TO ANY USER OR INDUSTRY AND DISCLAIMS ALL LIABILITY ASSOCIATED THEREWITH.

THE PRODUCT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER RISKS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. DATTO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

DATTO DISCLAIMS ANY DUTIES OF A BAILEE, AND YOU HEREBY WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (ARISING UNDER COMMON LAW OR STATUTE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE, TRANSMISSION OR SHIPMENT OF CONTENT BY OR ON BEHALF OF DATTO.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL DATTO OR ANY DATTO LICENSOR OR SUPPLIER BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR COSTS, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR THE COST OF RECREATING THE SAME, EVEN IF DATTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DATTO BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DATTO, ANY RESELLER, ADMINISTRATOR OR OTHER PARTY WILL CREATE ANY ADDITIONAL DATTO WARRANTIES, ABROGATE THE DISCLAIMERS SET FORTH ABOVE OR IN ANY WAY INCREASE THE SCOPE OF DATTO'S OBLIGATIONS HEREUNDER.

SCHEDULE I to BCDR End User Terms - Applicable only to Products using StorageCraft Technology

MSP SERVICES AGREEMENT MINIMUM CUSTOMER TERMS TERMS AND CONDITIONS REGARDING USE OF STORAGECRAFT SOFTWARE: This document concerns your use of StorageCraft Technology ("**StorageCraft**") software provide to you by [_____] (hereinafter referred to as "**Company**"). Company will provide software services to you as described below, which may include associated media, printed materials, and "**online**" or electronic documentation, including certain StorageCraft software products that it offers on an MSP basis, including without limitation ShadowSnap®(individually and collectively, the "**Licensed Software**"). Company does not own the Licensed Software and its use is subject to certain rights and limitations of which Company needs to inform you. Your right to use the Licensed Software is subject to your customer service agreement ("**agreement**") with Company and your compliance with and consent to the following terms and conditions, which Company does not have authority to alter or amend.

OWNERSHIP OF LICENSED SOFTWARE. The Licensed Software is licensed to Company by StorageCraft. All title and intellectual property rights in and to the Licensed Software are owned by StorageCraft or its licensors. The Licensed Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Licensed Software does not transfer to you any ownership right to the Licensed Software.

COPIES. You may not make any copies of the Licensed Software. You must uninstall, erase or destroy all Licensed Software installed on your computer(s) upon termination or cancellation of your agreement with Company, notice from Company, or transfer of your computer(s) to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Licensed Software.

LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Licensed Software, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Licensed Software to any third party, and you may not permit any third party to have access to and/or use the functionality of the Licensed Software.

TERMINATION. Without prejudice to any other rights, Company may suspend or terminate your rights to use the Licensed Software if you fail to comply with these terms and conditions. Further, your rights to use the Licensed Software may be suspended or terminated in the event that Company violates its agreement with StorageCraft or that Agreement is otherwise terminated. In the event of suspension, termination or cancellation, the functionality of the Licensed Software may cease, the Licensed Software may deactivate, and/or you may be required to stop using the Licensed Software and destroy all copies of the Licensed Software and all of its component parts.

COOPERATION. Upon termination of your rights to use the Licensed Software, you will cooperate in: (a) removing or deactivating all copies of the Licensed Software from your computers on which it is installed; and (b) returning or destroying all media containing the Licensed Software.

NO WARRANTIES, LIABILITIES, OR REMEDIES BY STORAGECRAFT. ANY WARRANTIES, LIABILITY FOR DAMAGES, AND REMEDIES ARE PROVIDED SOLELY BY COMPANY AND NOT BY STORAGECRAFT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU DISCLAIM ALL WARRANTIES BY STORAGECRAFT AND ANY LIABILITY BY STORAGECRAFT OR ITS SUPPLIERS FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE USE OF THE LICENSED SOFTWARE OR YOUR AGREEMENT OR RELATIONSHIP WITH THE COMPANY.

PRODUCT SUPPORT. Any product support for the Licensed Software is provided to you by Company and not by StorageCraft.

NO-FAULT TOLERANT. THE LICENSED SOFTWARE CONTAINS TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE LICENSED SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

EXPORT RESTRICTIONS. The Licensed Software is of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the

Licensed Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

UNITED STATES GOVERNMENT RESTRICTED RIGHTS RESTRICTED RIGHTS LEGEND. All

StorageCraft products and documentation are commercial in nature. The Licensed Software and associated documentation are "Commercial Items", as that term is defined in 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as defined in 48 C.F.R. section 252.227-7014(a)(5) and 48 C.F.R. section 252.227-7014(a)(1), and used in 48 C.F.R. section 12.212 and 48 C.F.R. section 227.7202, as applicable. Consistent with 48 C.F.R. section 12.212, 48 C.F.R. section 252.227-7015, 48 C.F.R. section 227.7202 through 227.7202-4, 48 C.F.R. section 52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable, the Licensed Software and documentation are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in the end user license agreement.

Datto Networking Product Terms of Use

Updated as of April 1, 2023

These Networking Product and Services Terms of Use ("**Networking Terms**") govern your use of Datto's Networking Products and Services (defined below) ("**Networking Products**" or "**Products**"). By purchasing or using Datto's Networking Products and Services, you agree to be bound by these Networking Terms, which are incorporated into the [Kaseya Master Agreement](#) (the "**Agreement**") between you and Kaseya Holdings Inc., as well as Kaseya's subsidiaries and affiliates, including Datto, Inc. ("**Datto**"). Capitalized terms not defined in these Terms of Use have the meaning given to them in the Agreement.

If you do not agree to these Networking Terms, you may not register, access or use any Networking Product.

1. USE OF NETWORKING PRODUCT

a. **Right to Use.** A Networking Product consists of a Networking Device deployed on a Network and/or Network Services (including cloud-based Networking Products) that are made available through the Networking Device and/or a Network Management Portal. Networking Products may be registered only in a Datto Network Management Portal. Subject to your compliance with these Networking Terms and the receipt by us of all fees applicable to the Product, Datto grants you a limited, revocable, non-sublicensable, non-exclusive right and license to access and use the Product on one Network in accordance with the Product Specifications. To the extent the term of any Service Subscription is terminated for any reason, the right and license to access and use the Product shall expire and Datto shall have no further obligation to maintain the Product.

b. **Failover Mode Limitations.** If a Product includes Failover Mode capability, Failover Mode may be used only for a limited testing period and for the internal business operations of the End User

during a period of documented primary internet outage affecting the Network on which the Networking Product with Failover Mode capability is deployed. Except with our express consent, Failover Mode may not be used for any other situation nor may it be used in a manner that (i) adversely impacts Datto or the underlying wireless service provider; (ii) results in excessive bandwidth usage; (iii) is for the benefit of any public or third party access to wireless service; or (iv) involves the use of non-authorized equipment.

c. Additional Data Processing Terms. Certain Products may be used only in designated geographic regions and you represent and warrant that you will not use or in any way facilitate the use of such Products outside their designated geographic regions. [The European Data Processing Addendum](#) is incorporated into these Terms of Use If a Networking Device is in use in the European Economic Area or the United Kingdom.

d. Third Party Technology/Services. Certain Products may provide access to third party technology/ services, the use of which is subject to such third parties' terms. By using any Product with such capability, you expressly agree to all applicable Third Party Networking Terms.

e. Use of Network Data. We store and make available to you for a limited period through the Network Management Portal certain Network Data to allow you to monitor Network use and performance. We reserve the right to delete all such data after a period of 30 days. We reserve the right to store such data in the United States or such other datacenter as determined by us.

f. End User Terms. If you resell to an End User, act as a Product Administrator for an End User or if you authorize an End User to directly use or support a Product, you must ensure that the End User for each Product agrees to the End User Terms in substantially the form attached as Exhibit A hereto as part of a valid, enforceable contract between you and the End User. Certain Products may require that the End User install Agent Software on an endpoint, which may have its own licensing requirements that must be accepted prior to installation.

g. Restrictions on Cellular Wireless Service.

i. Any i) fraudulent use; or ii) use of the cellular wireless service and/or mobile telephone number embedded in the Product other than as part of the Product in compliance with the Product Terms of Use, is strictly prohibited. Cellular wireless services may not be resold separately from the Networking Products.

ii. The Product may not be deployed in any area that requires continuous roaming access to wireless service.

iii. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING CELLULAR WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN DATTO. AND THE UNDERLYING CARRIER. IN ADDITION, YOU

ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS AND DEMANDS THEREFOR.

iv. Datto may be required to indemnify and hold harmless the underlying carrier supplying wireless services, and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, infringement of copyright, or personal injury or death, arising in any way directly or indirectly in connection with the agreement for such services (even after termination of such agreement) or the use, failure to use, or inability to use the access telephone number. If Datto's obligation in any such instance arises from your actions or inactions, you agree that you will in turn fully indemnify and hold harmless Datto.

2. REMOTE MONITORING AND MANAGEMENT.

a. Use of Network Management Portal. Your use of the Product includes access to and use of the Network Management Portal hosted by us through which a Product is managed. You are responsible for all activities that occur in your Network Management Portal account ("**Account**"), regardless of whether the activities are undertaken by you, or by others on your behalf (including any administrative users and/or any End User you authorize). Your Account may be hosted in the U.S. regardless of where you, any Networking Device or Network may be located.

b. Your Responsibilities. You are responsible for proper installation of the Product on a Network with a full time primary internet service. You are responsible for the proper configuration and maintenance of physical, administrative and technical safeguards as they relate to use of the Product. In no event will we be responsible, nor will we have any liability, for physical, administrative, or technical controls related to the Product that you control, including but not limited to Networking Device access, network security, power backup, Network connectivity, internet connectivity and primary internet service.

3. SERVICE SUBSCRIPTIONS

a. Service Subscription Required. To maintain managed Networking Services, each Networking Product must be registered in a Datto Network Management Portal and enrolled in a Service Subscription for which we receive timely payments. All Service Subscriptions include licenses to the technology needed to perform and manage networking functions as well as access to Datto Technical Support.

b. Registration. You are required to register each Product with us in order to use the Products and Services. During registration, you agree to provide accurate and complete information, and you further agree to promptly update this information should it change. If a Product is not properly registered in a current paid Service Subscription we have no obligation to allow access to or use of the Product, nor to provide any related Services.

c. Term Length.

i. The term of a Service Subscription is indicated on the applicable accepted Quote. A term is for a defined number of consecutive months (a Committed Service Term). Certain Products and/or hardware discounts may be available only when purchased with a Committed Service Term.

ii. Billing for a Service Subscription shall commence on the "**Activation Date**" (or "Effective Date") as set forth on the applicable accepted Quote.

d. Renewals of Subscriptions. For purchases made after January 10, 2023, Service Subscription will automatically renew for additional Committed Service Terms equal in length to the expiring Committed Service Term unless either party provides the other with written notice of cancellation. For purchases made on or before January 10, 2023, Service Subscriptions will automatically renew on a month-to-month basis unless terminated by your providing Datto with written notice of cancellation. For a Monthly Term, notice of cancellation must be received by Datto no later than fifteen (15) calendar days prior to the effective month of cancellation. For a Committed Term, notice of cancellation must be received by Datto no later than thirty (30) calendar days prior to the end of the relevant Committed Service Term.

4. PAYMENT TERMS

a. Service Subscription Fees. Monthly Service Subscription fees are set forth in the applicable order. Service Subscription fees will be due and payable commencing on the first day of the month following the Activation Date (defined above), and are billed monthly in advance on the first day of the month. In the first month following the Activation Date, an additional bill will be generated covering the period from the Activation Date through the end of that month.

b. Payment Dates. Monthly payments for a Service Subscription is due on the **third** business day of each month by your payment method indicated in your Partner Portal account.

c. Prepaid Subscriptions. You may also choose to prepay a Service Subscription. In the event of termination of a prepaid Service Subscription, no refund for unused Service will be given unless otherwise agreed in writing.

d. Payments Based on Consumption. Certain Networking Products are paid for on a consumption basis, and if you exceed consumption limitations, you may experience reduced performance or increased charges, depending on your Service Subscription.

e. Termination. Datto may terminate any Service Subscription at its discretion, effective immediately, for non-payment that is not substantially cured within thirty (30) days after your receipt of written notice.

5. WARRANTY

a. Standard Limited Hardware Warranty for New Datto Networking Hardware. New Networking hardware Devices and equipment are warranted against defects in materials and workmanship under normal use, handling and installation for the warranty period in the chart below from the date the Networking hardware is linked to your account (which approximates the shipping date), regardless of the date of actual registration/activation. With respect to any new Datto Networking hardware covered by this warranty ("Standard Limited Hardware Warranty") that is found by Datto to be defective during the warranty period, Datto's obligations under this Standard Limited Hardware Warranty, at Datto's option, are limited to either: (i) repairing the Networking hardware using new or refurbished parts that are equivalent to new in performance and reliability; (ii) replacing the Networking hardware with one that is new or formed from new and/or refurbished parts that are equivalent to new in performance and reliability; or (iii) issuing a credit for the Networking hardware. To be eligible for warranty service, a Networking Device must have been continuously enrolled from the Activation Date and have an active Service Subscription for which payment is current. This Standard Limited Hardware Warranty does not extend to software included with Networking hardware nor to any other hardware or software on the network on which the Datto Networking hardware is in use. All warranty claims must be received by Datto within the applicable warranty period.

b. Exclusions from Warranty. This Standard Limited Hardware Warranty does not cover Networking hardware that has defects or failures resulting from 1) accident, neglect or abuse; 2) improper installation or maintenance; or 3) modifications, repairs, improvements, or other changes to any software or hardware component that have not been authorized in writing by Datto. You are responsible for any costs incurred by Datto related to the foregoing exclusions.

c. Warranty on Repair/Replacement Hardware. Hardware that has been repaired or is a replacement will continue to be under warranty for a period equal to the greater of (i) the balance of the existing warranty period for the original hardware; or (ii) sixty (60) days.

d. Warranty Periods

Networking Hardware Type	Standard Warranty Period
Wireless Access Points	Lifetime*
Switches	Lifetime*
Managed Power Devices	Lifetime*
Datto Networking Appliance (DNA)	3 Years
D200 Edge Router	Lifetime*

Networking Hardware Type	Standard Warranty Period
Datto Networking Hardware Accessories (PoE Injectors, SFP Fiber Transceivers, etc.)	1 Year
Secure Edge DSE421	3 Years

*Lifetime is measured by the commercially useful life of the Networking hardware (not to exceed 10 years from the date Datto no longer sells the product). For any warranty claim made more than 18 months from the date the Networking hardware is linked to your account, the Networking device must have been enrolled in a paid Networking Service Subscription for a minimum of 6 months immediately prior to the warranty claim. Warranty replacements, if offered, may be newer model devices with the same capabilities.

e. Limit on Warranty. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY DATTO AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

f. RMA Numbers for Warranty Returns. All warranty returns must be authorized by us with a valid RMA number issued by our Technical Support team. If a warranty return is authorized, please follow the Product Return Guidelines.

6. DEFINITIONS

"Administrator" means (i) a Network Owner that controls, manages, uses and/or supports a Product for its own internal use; or (ii) a third party person or entity, other than Datto, authorized by a Network Owner to control, manage and/or use a Product for that Network Owner. A Product may have multiple Administrators and Datto expressly may rely on the authorization and instructions of any Product Administrator that agrees to these Terms of Use, until Datto receives written instructions to the contrary.

"Failover Mode" means continued use of certain Products through means of LTE or other cellular wireless internet service in the event of primary internet failure affecting the Network on which such a Networking Device with Failover Mode is deployed.

"Network" means a private connection of one or more LANs, connected to the internet through a primary ISP, belonging to and intended to be accessible only by a single organization/entity or its authorized users and not for multi-tenant or public use.

"Network Data" means information about traffic on the Network on which a Networking Device is deployed, devices on the Network, and information transmitted by devices attempting to access or download data via the Network.

"Networking Device" means any Datto networking hardware device.

"Network Owner" means the End-User that owns, licenses, or lawfully controls the Network on which a Networking Device is deployed.

"Network Management Portal" means a remote web-based software platform provided by Datto through which configuration, management, monitoring, support and use of the Products is made available.

"Network Services" means all services provided by or on behalf of Datto that are part of or comprise any Product, including without limitation, wireless access, data routing, security and/or switching on a network, configuration, maintenance, monitoring, and support of Networking Products, failover protection for certain Products in the event of primary internet failure, technical support, training, or other features and functionalities as they become available. Network Services may be provided through any of the following, or any combination of the following, or any later developed or implemented, means: (i) the use of a Networking Product owned by or under the control of a Network Owner or a third party Administrator; (ii) the use of the Network Management Portal.

Exhibit A - End User Terms For Datto Networking Products

These End User Terms ("Terms") apply to you as the End User that is the owner of the computer network ("Network") on which one or more of Datto's networking products ("Product") will be used. The Products are provided by Datto, Inc. or one of its subsidiaries or affiliates ("Datto") to the reseller/managed service provider ("Administrator") who will (a) manage the Products on your behalf, and for the benefit of your Personnel; and who may also (b) authorize you to access, use or manage the Product yourself, either through the network management portal or Product interface, in which case you will be considered an additional authorized administrator of the Product.

RIGHTS TO THE PRODUCT. You acknowledge that Datto is the owner of all intellectual property rights in and to the Product. You will not engage in or authorize any activity that is inconsistent with Datto's ownership.

USE REQUIREMENTS.

Certain Products may only be used in the designated geographic areas. You agree not to take any action that would result in use outside of the Product's designated geographic area. Unless otherwise authorized by Datto, the Product may only be used on a Network having primary internet service through an Internet Service Provider other than through the Product. The Products may be managed only through the appropriate Datto Networking management portal.

ADMINISTRATOR

Datto will interact with the Administrator you appoint to operate and manage the Product on your Network. You are not a third party beneficiary of any agreement between Datto and an Administrator. An Administrator is not an agent of Datto and is not authorized to make any representations or warranties on behalf of Datto regarding the Product or its use. You are responsible for instructing and authorizing the Administrator with respect to use and management of the Product including Product or network settings, transition of Product or Networks to a different Administrator, and transition assistance and cooperation upon termination or expiration of any relationship between or among Administrator, you and/or Datto. You expressly agree that Datto may rely on the instructions and authorization of the Administrator with respect to use and support of the Product and access and control of your Network.

YOUR DIRECT USE OF A PRODUCT. If the Administrator authorizes you to access or use a Product directly, though the network management portal or Product, you are responsible for all actions you and your Personnel take with respect to use of the Product and Datto may rely on your instructions. Any support you may need is provided by the Administrator and not directly from Datto.

DATTO'S RIGHTS. If Datto reasonably believes the use of any Product on your Network (i) results in any violation of the Product's Terms of Use; (ii) may disrupt or threaten the operation or security of any computer, network, system or the Product; or (iii) may otherwise subject Datto to liability, Datto reserves the right to refuse or disable access to the Product. Datto will use reasonable efforts to contact the Administrator prior to taking such action. Notwithstanding the foregoing, Datto may restrict access to any Product without prior notice as required to comply with law or any judicial, regulatory or other governmental order or request. In the event Datto takes any such action without prior notice, Datto will provide notice to the Administrator within a reasonable time, unless prohibited by law. Datto may make changes to its Products through updates and upgrades that offer new features, functionality and efficiencies ("Enhancements"). Datto reserves the right to add new Products and Enhancements and to replace or discontinue Products or Enhancements at any time. You agree that Datto may and you hereby authorize Datto to interact remotely with any deployed Product in order to test, troubleshoot, update or analyze use of the Product or the environment in which it operates.

USE OF AGGREGATE DATA. Datto may evaluate and process use of any Product in an aggregate and anonymous manner, meaning in such a way that the individual is not or no longer identified or identifiable and compile statistical and performance information related thereto (referred to as "Aggregate Data"). Datto may use, process and share with third parties such Aggregate Data to improve the Product, develop new products, understand and/or analyze usage, demand, and general industry trends, develop and publish white papers, reports, and databases summarizing the foregoing, and generally for any purpose related to Datto's business. Datto retains all intellectual property rights in Aggregate Data. Aggregate Data does not include any personally identifiable information.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY. The Products are provided "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DATTO DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, DATA SECURITY, QUIET ENJOYMENT, TITLE, AND/OR NON-INFRINGEMENT OR ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DATTO DOES NOT WARRANT THAT THE PRODUCT WILL MEET ANY SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF ANY PRODUCT WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER RISKS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS AND WIRELESS SERVICE AVAILABILITY. DATTO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL DATTO OR ANY DATTO LICENSOR OR SUPPLIER BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR ANY DIRECT OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR COSTS, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR THE COST OF RECREATING THE SAME, EVEN IF DATTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DATTO BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS.

FAILOVER MODE CAPABILITY

If the Product in use on your Network includes Failover Mode Capability, the following terms and limitations (including those set forth below required by the wireless service provider) will apply to such use. Failover Mode may be used only during a period of documented primary internet outage affecting the Network on which the Product is authorized for use. Failover Mode may not be used in any other situation nor may it be used in a manner that (i) adversely impacts Datto or the underlying wireless service provider; (ii) results in excessive bandwidth usage; (iii) is for the benefit of any public or third party access to wireless service; or (iv) involves the use of non-authorized equipment.

WIRELESS SERVICE PROVIDER TERMS.

Any fraudulent use or any use of the wireless service and/or mobile telephone number embedded in the Product other than as part of the Product in compliance with the Product Terms of Use is strictly prohibited. The Product may not be deployed in any area that requires continuous roaming access. Any use of the Product for Remote Medical Monitoring is prohibited. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN DATTO, INC. AND THE UNDERLYING CARRIER. IN ADDITION YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL,

EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS AND DEMANDS THEREFOR.

Datto SaaS Protection and Datto SaaS Defense Terms of Use

Updated as of October 15, 2023

These Datto SaaS Protection and Datto SaaS Defense Product Terms of Use ("**Terms of Use**") govern your use of Datto SaaS Protection ("**SaaS Protection**") and/or Datto SaaS Defense ("**SaaS Defense**") Products and Services (collectively referred to herein as the "Products"). By purchasing or using the Products, you agree to be bound by these Terms of Use, which are incorporated into the [Kaseya Master Agreement](#) (the "**Agreement**") between you, Datto and Datto's affiliated companies including its parent company Kaseya Holdings, Inc. and Kaseya's affiliates ("**Datto**"). Capitalized terms not defined in these Terms of Use have the meaning given to them in the Agreement.

If You do not agree to these Terms of Use and the Agreement, you may not register, access or use the Products.

1. USE OF PRODUCTS

a. Right to Use. Subject to your compliance with these Terms of Use, the Agreement and the receipt by us of all fees applicable to the Product, Datto grants you a limited, revocable, non-sublicensable, non-exclusive right and license to access and use the Product for the number of licenses and/or the applicable data storage allotment in each Product account in accordance with the Product Specifications. Unless otherwise specified, you will receive the current standard Product features and functionality (such as number and frequency of backups) for the applicable Service Plan and for the number of licenses in each Product account under your Datto portal account.

b. SaaS Accounts and Licenses. Each Product account (a "**SaaS Account**") backs up data (with respect to SaaS Protection) or protects data (with respect to SaaS Defense) of individual users associated with an existing domain account (each a "**User**" and a "**Domain**," respectively). Product licenses are required for all protected users allocated to a SaaS Account regardless of status (e.g., active, paused, archived) or other specified seat usage in accordance with the Product Specifications, provided however that for SaaS Defense, licenses are not required for users with an archived status. All SaaS Protection licenses and SaaS Defense licenses allocated to the same Domain must have the same Service Term.

c. Account Registration/Set up. You are required to set up each SaaS Account in accordance with the Product Specifications. During set up, you agree to provide accurate and complete information, and you further agree to promptly update this information should it change. Each user that is designated for backup or defense upon account set up will automatically provision a SaaS

Protection or SaaS Defense license, as applicable, or use an available license that has already been purchased. All Users added to a SaaS Account after initial account registration by any Administrator of the SaaS Account, either manually or through any enabled automatic add features, will automatically provision an additional license or use an available license that has already been purchased. You acknowledge that you are responsible for any features you enable for each SaaS Account, either at set up or at any time thereafter, including but not limited to, automatic add and license cap features.

d. Backup Process. The term “**Backedup Site**” means a third party website or web-based application or service (such as, for example, Microsoft O365 or Google Workplace) with which the Products interact to obtain copies of Content that exists on the Backedup Site. Datto will undertake commercially reasonable efforts to save a copy of the Content that you have designated for use and backup by the Backupify Product to a server operated by Datto. In accordance with the Order and Documentation, Datto will automatically poll the API of a Backedup Site for changes or additions to the Content and periodically re-save a copy of a modified file or create a copy of a newly designated file. You, on behalf of Users and for yourself, hereby authorize Datto to access and interact with the Backedup Sites so Datto can retrieve and store copies of the Content. Backupify will store the unique authorization code provided to Datto by the Backedup Site (a “**Token**”) to access such site on your behalf or a User’s behalf.

e. Additional Data Processing Terms. If a SaaS Account is configured to store Content in the European Economic Area or the United Kingdom, the Kaseya European Data Processing Addendum is incorporated into these Terms of Use. However, with respect to SaaS Defense, a copy of Malicious Code (defined below) is also held by Datto in a datacenter located in the European Union. If a SaaS Account is used to process personal information of California consumers, under the California Consumer Privacy Act of 2018, as amended from time to time (collectively the “**CCPA**”), we are a “service provider” with respect to the personal information of California consumers we process. We will not sell such personal information and will not retain, use or disclose such personal information for any purpose other than for the purpose described in these Terms of Use, or as otherwise permitted by the CCPA or applicable law.

f. Rights and Responsibilities Regarding Content and Product Use.

I. License to Content. On behalf of or as the User, you (i) represent and warrant that you and/or the User have sufficient rights and all required third party consents, permissions or licenses in and to the Domain and Content as may be necessary and appropriate for use of the Content with the Product; and (ii) hereby authorize us to access and interact with the Domain to retrieve Content and, with respect to SaaS Defense, scan Content for ransomware, malware, spam, phishing, viruses and other malicious materials (“**Malicious Code**”); and (iii) hereby grant to Datto a limited, royalty-free, non-exclusive, assignable license to copy, reformat, disclose, transmit, scan, display and otherwise use the Content as necessary or desired, in each case solely for the purposes of providing the Product or Service or as otherwise necessary for Datto to exercise its rights under these Terms of

Use. You and/or the applicable User is responsible for the accuracy, quality and legality of the Content, and the means by which rights to the Content for use with the Product were acquired.

II. You must maintain authorization and access to the Domain(s) and Backedup Sites so that we are regularly able to access it for purposes of providing the Product. You agree and acknowledge that Content may not be available or restorable a) if our access authority to a Domain or Backedup Site is changed or otherwise restricted; b) due to unavailability of the Domain or Backedup Site, or any portion thereof; c) if the Domain provider amends its API guidelines in such a way that affects our ability to access the Domain to provide the Product; and/or d) with respect to modifications to the Content that are not captured in the backup frequency or retention schedule for the Service Plan chosen.

III. Third Party Administrator Responsibilities Regarding Content and Product Use. If you are a third party Administrator managing or using the Product on behalf of another entity, such as a client (a “**Client**”), you represent and warrant that you are acting as an agent on behalf of the Client and that you are acting within the scope of your agency. Accordingly, you agree to obtain the Client’s authorization and comply with Client’s instructions at all times with respect to use of the Product and access to Content, including but not limited to: Service Subscription, backup settings, access controls, management, retention and deletion of Content, transition of a SaaS Account or Content to a different Administrator, and transition assistance and cooperation upon termination or expiration of any relationship between or among an Administrator, Client and/or Datto. Datto expressly may rely on the authorization of any Administrator with respect to access and control of a SaaS Account or Content.

IV. Datto’s Use of Content. Except for the limited license granted hereunder, you, the Client or the User (as applicable) retains all of its existing rights in and to Content. Datto will use and process the Content only as necessary to provide and support the Products and will not otherwise access Content other than as permitted under the, these Terms of Use, or as authorized by an Administrator for support.

V. Datto’s Use of Malicious Code. If you have a Service Subscription for SaaS Defense, Datto will scan Content (including emails and drives) to identify and defend against Malicious Code. Further, Datto will compile and provide threat information regarding Malicious Code (“**Threat Information**”). Datto may retain a copy of the Malicious Code and use information about the Malicious Code for any purpose, including, but not limited to, the improvement of its Products, research and analysis, and cooperation with others regarding Malicious Code.

VI. Client Terms for Managed Accounts. If you resell a Product to a Client, act as a Product Administrator for a Client or if you authorize a Client to directly use or support a Product, you must ensure that the Client agrees to the Datto SaaS Protection and SaaS Defense Client Terms in substantially the form attached as Exhibit A hereto as part of a valid, enforceable contract between you and the Client.

2. SERVICE SUBSCRIPTIONS

a. Service Subscription Required. All Product licenses must be included in a valid Service Subscription for which we receive timely payment. A Service Subscription includes a group of licenses that have the same Term Length and Service Plan. A Service Subscription is either a License Pool Service Subscription or a SaaS Account Service Subscription, each as defined below.

I. License Pool Service Subscription. Except for licenses specifically designated in the ordering process for an individual SaaS Account, the Service Subscriptions for Product licenses are consolidated for billing purposes into license pools. A license pool includes all Product licenses in SaaS Accounts under your Datto portal account (other than those designated for an individual SaaS Account) that have the same Term Length and Service Plan. For clarity, there is no requirement that a SaaS Defense license be purchased for every Domain. Therefore, the license count for SaaS Protection licenses used for backup purposes may be different from the license count for SaaS Defense licenses, even within the same type of license pool.

II. SaaS Account Service Subscription. All licenses in a Service Subscription for an individual SaaS Account may be used for that Service Subscription only.

b. Service Plan. Each SaaS Protection Service Subscription requires a particular Service Plan regarding the retention of backups. All Service Plans include licenses to the technology needed to perform backup functions and access to Datto Technical Support. The retention applicable to each Service Plan determines how and for how long Content associated with a SaaS Protection Account is retained. In general, Content associated with SaaS Protection Accounts enrolled in any SaaS Protection Service Plan will be retained, as specified in the applicable Service Plan, for as long as the SaaS Protection Account has appropriate licenses provisioned to it under an active SaaS Protection Service Subscription for which payments are current.

c. SaaS Defense Retention. With respect to SaaS Defense, the retention period of Threat Information is set by Datto, and shorter than the retention period of backed up data under a SaaS Protection Service Plan. Please consult the current SaaS Defense product documentation for the current retention period for Threat Information.

d. SaaS Protection Service Plans:

I. Time Based Retention Service Plan. In this Service Plan, incremental data backups are maintained for one year on a rolling basis, with the oldest incremental backups deleted first after one year. Automatic consolidation of incremental backup recovery points is applied on a rolling basis:

- 3x daily backups are retained for 30 days
- Daily backups are kept after 30 days

- Weekly backups are kept after 90 days, then stored rolling for up to 1 year

II. Infinite Cloud Retention Service Plan. In this Service Plan, incremental backups are retained for an indefinite period of time. Automatic consolidation of incremental backup recovery points is applied on a rolling basis:

- 3X daily backups are retained for 30 days
- Daily backups are kept after 30 days
- Weekly backups are kept after 90 days
- Monthly backups are kept after a year, then stored for selected retention period.

III. Fair Use and Excessive Use. Access and use of the Product is subject to Fair Use and Excessive Use policies that prohibit use that: (i) results in excessive bandwidth or storage; (ii) harms the Product, networks or other resources; and/or (iii) circumvents the intended use of the Product. The following scenario is Excessive Use: pooled storage across all Microsoft 365 and Google Workspace Tenants that exceeds an average of 100GB per License for a period of two (2) consecutive months or more. In such cases, we may charge you our then-current Excessive Use Fee with a minimum quantity of 1TB.

e. Term Length. The term of a Product Service Subscription is for a defined number of consecutive months (a Committed Service Term). A Service Subscription shall commence on the date the first Product license in the Service Subscription is provisioned for a SaaS Account or the date on which an Order placed with a Datto account executive is accepted. A Service Subscription always ends on the last day of a calendar month. For invoicing and renewal purposes, a Committed Service Term will commence on the first of the month following the start of the Service Subscription and will remain in effect for the defined number of consecutive months.

f. Committed Service Term High Watermark. If licenses in a Service Subscription are purchased for a Committed Service Term, that Committed Service Term will apply for the initial license(s) and for any additional licenses added to the same Service Subscription. The number of licenses, including licenses added after the initial licenses in a Service Subscription, may not be decreased from the high watermark and are committed for the remainder of the then-current Committed Service Term so that all licenses in the Service Subscription terminate on the same date. We reserve the right to monitor usage and retroactively invoice for use and high-water marks that were not reflected on invoices covering months of actual use.

g. Renewals. Unless timely cancelled by you as described herein, the term of any Service Subscription licenses will automatically renew for the same term (Committed Service Term) for the number of licenses as of the "license count date" immediately preceding the renewal date. The license count date shall be the date on which Datto measures the number of licenses in each Service

Subscription. This date will be the same each month but is subject to change at Datto's sole discretion.

h. Cancellations/Adjustments. Provided you give at least thirty (30) days' written notice prior to the end of a Committed Service Term, you may cancel automatic renewal of the Committed Service Term, or you may adjust the number of licenses upon renewal.

i. Service Subscription Conversion. If licenses provisioned to a SaaS Account are part of a License Pool Service Subscription with a Monthly Term, the SaaS Account can be converted to any other License Pool Service Subscription. The licenses attributed to that SaaS Account prior to conversion will be deprovisioned from the previous License Pool Service Subscription. Licenses attributed to the SaaS Account after conversion will be provisioned as new or available licenses from the new License Pool Service Subscription. If licenses provisioned to a SaaS Account are part of a License Pool Service Subscription with a Committed Service Term, the SaaS Account can be converted only to another License Pool Service Subscription with a Committed Service Term of at least the same duration. The licenses attributed to that SaaS Account prior to conversion will remain in the previous License Pool Service Subscription, but may be provisioned to another SaaS Account. Licenses attributed to the SaaS Account after conversion will be provisioned as new or available licenses from the new License Pool Service Subscription. Service Plan conversions may involve different retention of Content or involve deletion of data backups and you are responsible for and must understand the consequences of any conversion involving a different Service Plan.

j. SaaS Account Termination. For up to sixty (60) days after the effective date of termination of a SaaS account, we will, upon written request, allow you to export or download a copy of Content as provided in the Product Specifications. After such period, we have no obligation to maintain or provide any Content and may thereafter delete or destroy all copies of the Content, unless legally prohibited. Threat Information may be deleted immediately upon termination of a SaaS Defense account. Depending on the Service Subscription, licenses applicable to the SaaS Account may remain.

k. License Invoicing and Financial Terms.

I. An Order for a license is generated when you provision a new license for a SaaS Account. An Order for one or more licenses may also be placed with your Datto sales executive.

II. Service Subscription fees are invoiced in advance monthly commencing on the first monthly invoice following the provision of the first license in the Service Subscription or acceptance of an Order placed with a sales executive. Monthly Service Subscription fees are based on the total number of licenses in each Service Subscription as of the license count date from the previous month.

III. Monthly payments for each Service Subscription are due upon receipt each month and will be charged to the applicable payment method indicated in your Datto Portal account.

IV. You agree to pay monthly Service Subscription fees for the entire Committed Service Term. Unless otherwise agreed, you may not prepay for a Service Subscription. If you terminate your Service Subscription at any time during a Committed Service Term, a lump sum payment (equal to 100% of the monthly unpaid Service Subscription fee for the number of licenses in a Service Subscription as of termination times the number of months remaining in the Committed Service Term) will be due immediately and charged to your preferred payment method.

V. Datto may terminate any Service Subscription at its discretion, effective immediately, for non-payment that is not substantially cured within thirty (30) days after receiving written notice.

I. License Pool Service Subscription Fees. The monthly Service Subscription fee is charged for each SaaS Protection license and is based on the total number of SaaS Protection licenses in each license pool in your overall Datto portal account as of license count date. The monthly Service fee is the product of the total number of licenses in each license pool multiplied by the associated per license fee in the appropriate price tier for that license pool.

3. ACCESS AND SECURITY

a. Your Responsibility for SaaS Account Access. You are responsible for any action that you permit, assist or facilitate to be taken through your SaaS Account and associated Content. You are responsible for the security of all access credentials, including all passwords, to all SaaS Accounts you manage. You are responsible for maintaining the security of any access codes, passwords, technical specifications, connectivity standards or protocols, assigned to you and/or created by you to gain access to the Product and/or Content. You are responsible for all activities that occur in your Datto Portal account including any Product or Content access you allow, regardless of whether the activities are undertaken by you, by others on your behalf (including any of your administrative users and/or any Client you authorize). Your Product management portal account may be hosted in the U.S. regardless of where you, the SaaS Accounts or Content related to them may be located. You are responsible for securing any necessary consents related to the hosting location of your Online Portal account. You agree to notify us immediately if you learn of any unauthorized use of any access credentials or any other known or suspected breach of security. You agree that we will not be liable for any loss of any kind resulting from a) any entity using your Account access credentials; and b) activity within your Account, either with or without your knowledge or authorization.

b. Your Responsibility for Security. You are responsible for the proper configuration and maintenance of physical, administrative and technical safeguards as they relate to access to and use of the Product and Content. In no event will we be responsible, nor will we have any liability, for physical, administrative, or technical controls related to the Product that you control, including but not limited to network connectivity and internet connectivity. We use physical, technical and administrative safeguards designed to secure Content under our control against accidental or unauthorized loss, access or disclosure. However, no password-protected system of data storage and retrieval can be made entirely impenetrable and you acknowledge and agree that despite the

measures employed, the Products and Content are not guaranteed against all security threats or other vulnerabilities and you use the Products with all Content at your own risk.

Exhibit A

SaaS Protection and SaaS Defense Client Terms

These Client Terms ("Terms"), apply to you as the entity that owns, licenses, or lawfully controls the content ("Content") in a Datto SaaS Protection or Datto SaaS Defense product account ("Product"). Datto does not provide the Product directly to you. The Product is sold and provided by Datto, Inc. or one of its subsidiaries or affiliates ("Datto") directly to the reseller/managed service provider ("Administrator") who will (a) use and manage the Product on your behalf with your Content; or who may (b) authorize you to access, use or manage the Product yourself, in which case you will be considered Client Administrator of the Product.

RIGHTS TO THE PRODUCT

You acknowledge that Datto and its licensors own all intellectual property rights in and to the Product. You will not engage in or authorize any activity that is inconsistent with such ownership.

Datto's Use of Content. Datto will use Content only as necessary to provide and support the Product and will not otherwise access Content other than as permitted herein, as described in the Product Specifications or as authorized by an Administrator for support.

Datto's Rights. In the event that Datto reasonably believes Content or related Product use violates these terms, including any Fair Use policies in the Product Specifications, may disrupt or threaten the operation or security of any computer, network, system or the Product, or may otherwise subject Datto to liability, Datto reserves the right to refuse or disable access to the Product or Content. Datto may also take such action pursuant to the Digital Millennium Copyright Act and/or as required to comply with law or any judicial, regulatory or other governmental order or request. Datto will use reasonable efforts to contact the Administrator prior to taking such action. Notwithstanding the foregoing, Datto may restrict access to any Product or Content without prior notice as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that Datto takes any such action without prior notice, Datto will provide notice to the Administrator, unless prohibited by law.

Use of Aggregate Data. Notwithstanding anything else in these Terms or otherwise, Datto may evaluate and process use of the Product and Content in an aggregate and anonymous manner, meaning in such a way that the individual is not or no longer identified or identifiable and compile statistical and performance information related thereto (referred to as "Aggregate Data"). Aggregate Data includes utilization statistics, reports, and logs aggregated with data from other Datto

customers. Datto may use, process and share such Aggregate Data with third parties to improve the Products, develop new products, understand and/or analyze usage, demand, and general industry trends, develop and publish white papers, reports, and databases summarizing the foregoing, and generally for any purpose related to Datto's business. Datto retains all intellectual property rights in Aggregate Data. For clarity, Aggregate Data does not include any personally identifiable information nor identify any Client or individual.

Datto SaaS Defense. Through SaaS Defense, Datto will scan Content (including emails and drives) to identify and defend against spam, viruses, malware and other malicious content ("Malicious Code"). Datto will compile and provide threat information regarding Malicious Code ("Threat Information"). Datto may retain a copy of the Malicious Code and use information about the Malicious Code for any purpose, including, but not limited to, the improvement of its Products, research and analysis, and cooperation with others regarding Malicious Code.

Right to Change Products. Datto may make changes to its Products through updates and upgrades that offer new features, functionality, and efficiencies ("Enhancements"). Datto reserves the right to add new Products and Enhancements and to replace or discontinue Products or Enhancements at any time.

Right to Interact with Products. You agree that Datto may and you hereby authorize Datto to interact remotely with any deployed Product in order to test, troubleshoot, update, analyze use of or modify the Product or the environment in which it operates.

ADMINISTRATOR

Datto will interact with the Administrator(s) you appoint to operate and manage use of the Product with your Content. You are not a third-party beneficiary of any agreement between Datto and an Administrator. An Administrator is not an agent of Datto and is not authorized to make any representations or warranties on behalf of Datto regarding the Product or its use. You are responsible for instructing and authorizing the Administrator with respect to use of the Product including backup settings, management, retention and deletion of Content, and transition of Product or Content to a different Administrator, and transition assistance and cooperation upon termination or expiration of any relationship between or among Administrator, you and/or Datto. You expressly agree that Datto may rely on the instructions and authorization of the Administrator with respect to use and support of the Product and access and control of your Content.

YOUR DIRECT USE OF A PRODUCT

If the Administrator authorizes you to access or use a Product directly, you are responsible for all actions you take with respect to use of the Product including backup settings and management, retention and deletion of Content and Datto may rely on your instructions as an authorized administrator of the Product. Any support for the Product is provided to you by the Administrator and not directly by Datto.

SECURITY

Datto has implemented and maintains physical, technical and administrative measures designed to help secure Content under Datto's control against accidental or unlawful loss, access or disclosure. However, no password-protected system of data storage and retrieval can be made entirely impenetrable and you acknowledge and agree that despite the reasonable measures employed, the Products and Content are not guaranteed against all security threats or other vulnerabilities.

You acknowledge and agree that the Administrator you authorize to manage use of the Product on your behalf has access to and manages your Content. You and/or the Administrator are responsible, and in no event will Datto be responsible, for any physical, administrative, or technical controls related to Products or Content not under the exclusive control of Datto, including but not limited to , passwords or other access credentials, LAN or internet connectivity. You and/or the Administrator are responsible for the proper configuration and maintenance of security measures and for determining the security measures appropriate for the Content

INDEMNIFICATION

You will defend, indemnify and hold harmless Datto from and against any loss, cost, liability or damage, including attorneys' fees, for which Datto becomes liable arising from any claim relating to your Content, including if it a) infringes or misappropriates the intellectual property rights or other rights of a third party; b) violates any applicable law; or c) otherwise is in violation of these Client Terms or the applicable Product Terms of Use.

LIMITATIONS OF LIABILITY

THE DATTO PRODUCT, ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DATTO DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, DATA SECURITY, QUIET ENJOYMENT, TITLE, AND/OR NON-INFRINGEMENT OR ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. DATTO DOES NOT WARRANT THAT THE PRODUCT WILL MEET ANY SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF ANY PRODUCT WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

DATTO MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE PRODUCT'S COMPLIANCE WITH LAWS AND REGULATIONS SPECIFICALLY APPLICABLE TO ANY USER OR INDUSTRY AND DISCLAIMS ALL LIABILITY ASSOCIATED THEREWITH.

THE PRODUCT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER RISKS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. DATTO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

DATTO DISCLAIMS ANY DUTIES OF A BAILEE, AND YOU HEREBY WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (ARISING UNDER COMMON LAW OR STATUTE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE, TRANSMISSION OR SHIPMENT OF CONTENT BY OR ON BEHALF OF DATTO.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL DATTO OR ANY DATTO LICENSOR OR SUPPLIER BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR COSTS, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR THE COST OF RECREATING THE SAME, EVEN IF DATTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DATTO BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DATTO, ANY RESELLER, ADMINISTRATOR OR OTHER PARTY WILL CREATE ANY ADDITIONAL DATTO WARRANTIES, ABROGATE THE DISCLAIMERS SET FORTH ABOVE OR IN ANY WAY INCREASE THE SCOPE OF DATTO'S OBLIGATIONS HEREUNDER.

Autotask PSA, Datto RMM Datto Commerce and Datto EDR Terms of Use

Updated as of April 1, 2023

These Terms of Use ("**Terms**") govern access to and use of Autotask PSA, Datto RMM, Datto Commerce, and Datto EDR products and their related services (collectively, the "**Products**"). Certain Products have additional terms specific to those Products, which can be found at the end of these Terms of Use ("**Product Specific Terms**") or in the Product Specifications. By purchasing or using any of the Products, you agree to be bound by these Terms, which are incorporated into the [Kaseya Master Agreement](#) (the "**Agreement**") between you, Datto and Datto's affiliated companies including its parent company Kaseya Holdings, Inc. and Kaseya's affiliates ("**Datto**"). Capitalized terms not defined in these Terms have the meaning given to them in the Agreement. For clarity, the Products includes the Kaseya Services related to the Products. In the event of any conflict between the Agreement and these Terms, these Terms will take precedence with respect to the Products. In the event of any conflict between Product Specific Terms and the remainder of these Terms, the Product Specific Terms will take precedence with respect to that Product.

1. USE OF PRODUCTS

a. Right to Use. Subject to your compliance with these Terms, the Agreement and the receipt by us of all applicable fees, Datto grants you a limited, revocable, non-sublicensable, non-exclusive right and license during the applicable Subscription's Committed Service Term to access and use the Product for the number of Licenses and/or usage measure specified in an Order or Service Plan. Unless otherwise specified, you will receive the current standard features and functionality for your applicable Service Plan. If your use of the Product involves the use of Agent Software, you hereby

agree to the terms of all applicable Agent Software licenses, and we grant you the non-exclusive, non-assignable, limited right to download, install and use the Agent Software solely to facilitate your access to, operation of, and/or use of the Products as specified in an Order. Your right to use such Agent Software will terminate upon the termination of the Service Subscription associated with the Product.

b. Any additional Licenses, add-on features or other usage added to a Service Subscription after initial registration either by you, a Client or any authorized administrator of the Product, either manually or through any enabled automatic add features, will be automatically provisioned and will be deemed to modify the Order. You acknowledge that you are responsible for any features you enable for each Service Subscription, or that you allow your Client to enable, either upon initial registration or at any time thereafter, including but not limited to, automatic add and License cap features.

2. PROFESSIONAL SERVICES

a. General Information Regarding Professional Services. We will provide Professional Services described in any standard offering and/or on a time and materials ("**T&M**") basis as we mutually agree to in writing from time to time, each as set forth in an Order. On a T&M engagement, any estimated total is solely for budgeting and resource allocation purposes and not a guarantee that the work will be completed for that amount. Quoted fees for Professional Services are based on such Professional Services being provided during our normal business hours, Monday through Friday, as we may modify upon notice to you. Professional Services we provide outside of such normal business hours will be subject to a premium service charge.

b. Time Period to Use of Professional Services. Unless otherwise specified on an Order, you must use all pre-paid hours of Professional Services within six (6) months from the purchase date and any expired hours are non-refundable.

c. Changes to Professional Services. Either of us may propose a change to the Professional Services described in the Order (a "**Change Order**"). Each Change Order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and fees owed to us due to the change. Once executed by both parties, a Change Order shall become a part of the Order.

d. Out of Pocket Expenses. You will reimburse us our reasonable cost for all travel and related expenses incurred in connection with Professional Services we perform on your site.

3. SERVICE SUBSCRIPTIONS AND SERVICE PLANS

a. Service Subscription and Service Plan Required. All rights to use the Products are conditioned upon enrollment in a valid Service Subscription for which we receive timely payment. A Service Subscription includes a Service Plan, Term and License/usage measure. All Subscriptions include

applicable licenses to the technology needed to perform the core functions for that Service Plan and access to Technical Support. Available Service Plans vary depending on the Product and are described herein or in the current Product Specifications.

b. Service Subscription Term. The term of a Service Subscription is indicated on the applicable Order, and is for a defined number of consecutive months (a Committed Service Term). Service Subscription Term options vary by Product and not all options are available for all Products. A Service Subscription begins on the date on which an Order placed with and accepted by Datto, unless otherwise expressed on the Order (the "Activation Date").

c. Initial Transition Periods. Certain Products may allow for a transition period at the beginning of a Service Subscription to account for implementation, transition or phased adoption of Licenses. Any such transition period is considered part of the Service Subscription and subject to these Terms, with the following clarifications:

i. Any transition period where Kaseya Services (other than Professional Services) are provided without charge does not count toward the length of any Committed Service Term; in such case the Committed Service Term will begin on the first of the month following the end of the transition period.

ii. Any transition period where all Licenses in an Order are provisioned but fees are charged according to a phased ramp up does not affect the Committed Service Term; the number of Licenses in the Service Subscription will include all Licenses provisioned at the time of Order.

d. Content After Termination. If applicable to a Product type, and for a set period following termination of a Service Subscription, we will, upon written request, allow you to export or download a copy of Content in a format supported by us. Such obligation is conditioned upon your following the instructions in the applicable Product Specifications and payment of all amounts you owe to us, including any applicable fee for the export. After such period, we have no obligation to maintain or provide any Content and may thereafter delete or destroy all copies of the Content, unless legally prohibited.

4. FEES AND PAYMENTS

Service Subscription fees are invoiced monthly and in advance, beginning in the first month following the Service Subscription Activation Date. Monthly Service Subscription fees are based on the higher of the current number of Licenses/usage designated in a Service Subscription for a Committed Service Term or the actual License/usage as of the previous month. In the first month following the Activation Date, additional charges may be due covering the period from the Activation Date through the end of that month. Unless other payment options are expressly agreed to by us, monthly payments for each Service Subscription are due upon invoice receipt each month and will be charged to the applicable payment method indicated in your Portal account. Fees for Professional Services are invoiced upon Order acceptance and due upon invoice receipt.

5. SECURITY

- a. Your Responsibility for Security. You are responsible for the proper configuration and maintenance of physical, administrative and technical safeguards as they relate to access to and use of the Product, accounts and Content. In no event will we be responsible, nor will we have any liability, for physical, administrative, or technical controls related to the Product that you control, including but not limited to network connectivity and internet connectivity.
- b. Our Security Measures. We use physical, technical and administrative safeguards designed to secure the Products and Content under our control against accidental or unauthorized loss, access or disclosure. However, no password-protected system of data storage and retrieval can be made entirely impenetrable and you acknowledge and agree that despite the measures employed, the Products and Content are not guaranteed against all security threats or other vulnerabilities and you use the Products with all Content at your own risk.

6. PRODUCT SPECIFIC TERMS.

- a. Datto Commerce.
 - i. Transactions on Datto Commerce with Third-Party Suppliers. Datto Commerce allows you to create an electronic marketplace ("**Your Marketplace**") on which you and/or your Clients ("**DC Clients**") purchase the products and services of third-party suppliers ("**DC Suppliers**"). You acknowledge and agree that any transactions, including the purchase, sale, return, or refund of any product or service made through Datto Commerce ("**DC Transactions**") are directly between you, your DC Suppliers and/or your DC Clients, and Datto has no responsibility with respect to DC Transactions.
 - ii. Measurement of Use. Applicable usage for Datto Commerce may be measured in Licenses, number of DC Transactions allowed and/or a flat fee for access, depending on the available Service Plans and Specifications in your location.
 - iii. Data Feeds. Datto Commerce can be configured by you to accept product and pricing information of DC Suppliers ("**Data Feeds**"). Datto is not responsible for the Data Feeds or the acts or omissions of the suppliers of the Data Feeds. By using Data Feeds, you are providing those suppliers with access to data of your DC Clients, and you are responsible for contracting directly with the suppliers regarding limitations on the supplier's use of Client data.
 - iv. Your Obligations. You are responsible for the creation and operation of Your Marketplace, including all offers, advertisements, prices, policies and content. For clarity, Datto is not responsible for:
 - Ensuring that Datafeeds and other product information are accurate;

- DC Transactions or any terms negotiated or agreed between you or any DC Supplier or DC Client regarding DC Transactions;
- Fulfilling orders placed with the DC Supplier through Datto Commerce;
- Packaging, labeling, shipping and delivering products and services in accordance with Applicable Law and the DC Transaction terms;
- Processing payments for DC Transaction. Payments for DC Transactions do not flow through Datto, but are made directly with the DC Supplier;
- Providing all forms of customer, product, warranty and RMA support for the products and services purchased from the DC Supplier.

v. **Datto's Rights Regarding DC Suppliers.** While you may choose which DC Suppliers you wish to do business with, Datto has the right to determine which suppliers are provided access to Datto Commerce and Datto may remove or suspend a DC Supplier in Datto's discretion at any time, with or without notice to you.

vi. **Feedback Regarding DC Products.** Any product ratings, product recommendations or like information you or your Client's voluntarily choose to provide to Datto on Datto Commerce will be considered Feedback.

d. **Datto EDR.**

i. **Licensing.** Datto EDR is a cloud-native threat detection and response solution that provides real-time endpoint security monitoring. For purchases of Datto EDR made on or after November 15, 2022, subscriptions are licensed per Endpoint, and any Endpoint that is scanned by Datto EDR requires a license. The term "Endpoint" means a network endpoint such as a workstation, server, virtual server, virtual desktop or other logically distinct Internet Protocol (IP) addressable endpoint. For purchases made prior to November 15, 2022, please contact your sales representative for information about your allowable usage and licensing.

ii. **Suspicious Content.** Through Datto EDR, Datto will access and interact with Endpoints to scan content on the Endpoints for ransomware, malware, viruses and other suspicious materials and activities ("**Suspicious Content**"). Datto will use information about the Suspicious Content for various purposes in Datto's reasonable discretion such as, for example, the improvement of its Products, research and analysis, and cooperation with others regarding Suspicious Content. Datto will compile and provide threat information regarding Suspicious Content ("**Threat Information**"). On behalf of your organization and your Clients, when using Datto EDR, you hereby authorize Datto to take such actions, and provide Datto license rights in the Content to allow Datto to provide the Datto EDR services.

iii. **Upload of Content to Datto EDR.** You will have the option to allow Datto to upload Suspicious Content and other information related to the Content for further threat analysis and identification of maliciousness. Should you allow for the uploading, Datto will retain a copy of the Suspicious Content (or portion thereof). In a small percentage of cases, Content that is not malicious may be

uploaded onto Datto's servers. Should you choose not to allow for the uploading of information, Datto EDR will be unable to identify certain types of threats.

iv. ADDITIONAL DISCLAIMERS FOR DATTO EDR. YOU UNDERSTAND AND AGREE THAT (I) THE REMOVAL OR TRANSFER OF SUSPICIOUS CONTENT MAY INTRODUCE ADDITIONAL RISKS TO AN ENVIRONMENT, AND DATTO IS NOT RESPONSIBLE OR LIABLE FOR SUCH RISKS; (II) DATTO HAS NO RESPONSIBILITY OR LIABILITY FOR SUSPICIOUS CONTENT IDENTIFIED BY OR EXPORTED BY DATTO EDR, OR FOR DAMAGES CAUSED BY THE SUSPICIOUS CONTENT; AND (III) DATTO EDR REQUIRES FULL ACCESS TO ENDPOINTS TO EXECUTE DATTO EDR REMOTELY ACROSS AN ENTIRE ENVIRONMENT.

European Data Processing Addendum

GDPR Controller/Processor Contract Addendum (Kaseya US LLC as Processor)

Definitions

"Customer Personal Data" means any personal data that is subject to the Regulation processed by Kaseya US LLC on behalf of the Customer under the End User License Agreement to which and Customer are parties (the "Agreement").

"Data Protection Laws" means the Regulation, any successor thereto, and any applicable European Union or Member State law relating to the data protection or privacy of individuals.

"Personal Data", "Processor", "Data Subject," and "Controller" are as defined in the Regulation.

"Regulation" means Regulation (EU) 2016/679 of the European Parliament and the Council (General Data Protection Regulation).

"Regulator" means the data protection supervisory authority which has jurisdiction over the Controller's or the Processor's processing of Personal Data.

Data Protection

1. *[Customer Name]* ("Customer") shall be the Controller and Kaseya US LLC ("Service Provider") shall be the Processor regarding any Personal Data processed by Service Provider on Customer's behalf under the Agreement.
2. Customer represents and warrants that the processing to be undertaken pursuant to this Agreement is consistent with the principles for personal data processing set forth in Art. 5 of the Regulation, including that the Customer has a lawful basis for any processing activities it directs Service Provider to undertake, and has provided appropriate notification to data subjects.
3. In respect of Customer Personal Data, Service Provider shall: (i) act only on Customer's written instructions; (ii) not process Customer Personal Data for any purpose other than in

connection with the provision of the applicable Software and Services and performance of the obligations under the Agreement; (iii) notify Customer promptly if: (a) it receives a legally binding request for disclosure of Customer Personal Data by a law enforcement authority unless otherwise prohibited; (b) it is of the opinion that an instruction from Customer violates applicable European Union or Member State law, unless it is legally prohibited from notifying Customer on important grounds of public interest.

4. Service Provider shall: (i) ensure that all Service Provider personnel who have access to Customer Personal Data are bound by the duty of confidentiality; (ii) ensure that Service Provider personnel do not process Customer Personal Data except on instructions from Customer, unless they are required to do so by European Union or Member State law; (iii) provide training to Service Provider personnel regarding this Addendum.
5. Service Provider shall: (i) not disclose Customer Personal Data to any of its personnel or any third party except as necessary to perform the Services, to comply with European Union or Member State law to which it is subject, or with Customer's prior written consent; (ii) implement and maintain technical and organisational measures to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, access or processing in accordance with Article 32 of the Regulation; (iii) provide reasonable assistance to Customer in implementing its own technical and organisational measures.
6. Service Provider shall without undue delay notify Customer in writing of any Personal Data Breach (as such term is defined in the Regulation). Service Provider will provide all reasonable assistance to Customer regarding any Personal Data Breach. Service Provider will also provide all reasonable assistance to Customer in relation to its obligations to notify Regulators and affected Data Subjects.
7. Service Provider shall have in place appropriate measures to assist Customer in complying with its obligations to respond to requests for exercising Data Subjects' rights under the Regulation. Service Provider shall notify Customer of any request made by a Data Subject to exercise any Data Subject right under the Regulation ("Data Subject Request") and shall cooperate with Customer to execute its obligations under the Regulation in relation to such Data Subject Requests.
8. Service Provider shall provide such co-operation as necessary to enable Customer to verify Service Provider's compliance with the Regulation. Such co-operation may include helping Customer to carry out audits of Service Provider's data processing operations, such as by permitting Customer or its authorised auditors or Regulators to inspect those operations.
9. Service Provider shall assist Customer in complying with any obligations under the Data Protection Laws, including obligations to investigate, remediate and provide information to Regulators or Data Subjects about Personal Data Breaches without undue delay, to carry out data privacy impact assessments and to consult with Regulators regarding processing which is the subject of a data privacy impact assessment.
10. No Customer Personal Data processed within the European Economic Area by Service Provider pursuant to this Agreement shall be exported outside the European Economic Area without the prior written permission of Customer. Where that permission is given, it shall be conditional on any export being carried out on the terms of the Standard Contractual Clauses

for the Transfer of Personal Data to Processors Established in Third Countries approved by the European Commission's Decision (EU) 2021/914 of 4 June 2021, whose Appendices 1 and 2 are exhibited in this Agreement (the "Clauses"). The Clauses are hereby incorporated by reference and will be binding on the parties. In case of conflict between the Agreement and the Clauses, the Clauses shall prevail.

11. Customer hereby authorizes Service Provider to subcontract the processing of Customer Personal Data, so long as Service Provider: (i) ensures that it has a written contract (the "Processing Contract") in place with the relevant subprocessor which meets the requirements of Data Protection Laws and which imposes on the subprocessor the same obligations in respect of processing of Customer Personal Data as are imposed on Service Provider under this Agreement; and (ii) remains liable to Customer for acts or omissions of the subprocessor under the Processing Contract. From time to time, and for any reason, Service Provider may add or replace subprocessors ("Subprocessor Change"). Service Provider shall notify Customer of a Subprocessor Change ("Change Notice"). Customer shall have ten (10) days from receipt of the Change Notice to object, in writing to Service Provider, to the Subprocessor Change ("Customer Objection"). The Customer Objection must specifically describe Customer's objection(s) to the Subprocessor Change. If in Service Provider's discretion, Customer fails to provide specific reasons for its objections in its Customer Objection or Customer's stated objections are insufficient under then-existing law or regulation, then Service Provider shall be permitted to proceed with the Subprocessor Change. Customer acknowledges and agrees that if Service Provider is unable to proceed with a Subprocessor Change due to the Client's Objection, then Service Provider may, in its discretion, (i) modify its proposed Subprocessor Change to accommodate the Customer Objection and proceed with the Subprocessor Change as modified; (ii) terminate the applicable services agreement (and proceed under the applicable termination procedures in the services agreement); or (iii) unilaterally modify the fees under the applicable services agreement to accommodate the Customer Objection.
12. Service Provider shall delete or return Customer Personal Data to Customer after the end of the provision of the Services, save where it is required to retain such data for compliance with applicable European Union or Member State law.

Acknowledged and Agreed:

Kaseya US LLC

By: Michael J. Lewin, Vice President Customer Experience

Appendix 1

to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

1. Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer): *providing the services at the request of data exporter in accordance with the Agreement.*

2. Data importer

The data importer is (please specify briefly activities relevant to the transfer): *requesting, purchasing, and receiving the services from data importer in accordance with the Agreement.*

3. Data subjects

The personal data transferred concern the following categories of data subjects (please specify): *Data importer processes categories of data subjects in accordance with the Agreement at the direction of data exporter.*

4. Categories of Data

The personal data transferred concern the following categories of data (please specify): *Data importer processes categories of personal data in accordance with the Agreement at the direction of data exporter.*

5. Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify): *Data importer processes categories of data in accordance with the Agreement at the direction of data exporter.*

6. Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify): *Processing activities are in accordance with the Agreement at the direction of data exporter.*

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached): Technical and organizational measures are as described in data importer's SOC II Type 2 report.

ANNEX STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1. Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (1) for the transfer of personal data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2. Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3. Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- (ii) Clause 8 – Clause 8.1(b), 8.9(a), (c), (d) and (e);
- (iii) Clause 9 – Clause 9(a), (c), (d) and (e);
- (iv) Clause 12 – Clause 12(a), (d) and (f); (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e); (vii) Clause 16(e);
- (viii) Clause 18 – Clause 18(a) and (b);

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4. Interpretation

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5. Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6. Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – [RESERVED]

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8. Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organizational measures, to satisfy its obligations under these Clauses. **Transfer controller to processor**

8.1 Instructions

(a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

(b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 **Purpose limitation.** The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I. B, unless on further instructions from the data exporter.

8.3 **Transparency.** On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 **Accuracy.** If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 **Duration of processing and erasure or return of data.** Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is

without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 **Sensitive data.** Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 **Onward transfers.** The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (4) (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation. (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU). 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 **Documentation and compliance**

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

(d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9. Use of sub-processors. Transfer controller to processor

(a) GENERAL WRITTEN AUTHORISATION The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least fifteen (15) days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. (8) The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10 Data Subject rights

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11. Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12. Liability. Transfer controller to processor

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13. Supervision. Transfer controller to processor

(a) Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14. Local laws and practices affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
- (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards (12);
- (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15. Obligations of the data importer in case of access by public authorities

15.1 Notification

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

For Module Three: The data exporter shall forward the notification to the controller.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). For Module Three: The data exporter shall forward the information to the controller.

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request. For Module Three: The data exporter shall make the assessment available to the controller.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16. Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17. Governing law. These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary

rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

Clause 18. Choice of forum and jurisdiction

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts of Ireland.

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name: «ACCOUNT_Trigger_Legal_Clicked_Contact_Na»

Address: «ACCOUNT_Trigger_Legal_Doc_Hidden_Contact»

Contact person's name, position and contact details:
.....

Activities relevant to the data transferred under these Clauses: Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with Customer's use of the Kaseya Software and Services under the Kaseya Master Services Agreement.

Signature and date:
.....

Role (controller/processor): Controller

2.
.....

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Name: Kaseya Limited

Address: First Floor, One Custom House Plaza, IFSC. Dublin 1, Dublin 1, Dublin D01C2C5, Ireland

Contact person's name, position and contact details: Mike Lewin, VP Customer
Experience, mike.lewin@kaseya.com

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with Customer's use of the Kaseya Software and Services under the Kaseya Master Services Agreement.

Signature and date:<<DATE>>
.....

Role (controller/processor): Processor

2.
.....

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

<<TEXT>>

Categories of personal data transferred

<<TEXT>>

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

<<TEXT>>

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Data transfer is continuous for Kaseya products.

Nature of the processing

Data importer processes data in accordance with the Agreement at the direction of data exporter to provide IT services and software.

Purpose(s) of the data transfer and further processing

Data importer processes categories of personal data in accordance with the Agreement at the direction of data exporter.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Data shall be retained by the processor for the life of the agreement plus 30 days.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Data importer utilizes sub processors for hosting and colocation services.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13. The supervisory authority is the Irish Data Protection Commission.

Third Party License Terms

A. For Products involving the use of StorageCraft Technology:

STORAGECRAFT MINIMUM PROVIDER TERMS

"StorageCraft Software" means the software licensed by Datto from StorageCraft Technology Corporation, Draper, Utah ("StorageCraft") and that is available with or as part of certain Products.

Use of StorageCraft Software. Partner acknowledges and agrees that the StorageCraft Software may be used only as follows: (a) in connection with the use of a Product and not on a standalone basis; (b) in a manner authorized by and consistent with these terms and (c) pursuant to a written Agreement between Partner and an End User.

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Upon termination of any Agreement between Partner and an End User, Partner will use its best efforts to remove and/or deactivate all copies of the StorageCraft Software from all End User computers on which it has been installed and ensure that any End User or Administrator returns or destroys any media containing the StorageCraft Software.

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Partner shall offer use of the Paragon Software to End Users only as part of the Product.

Partner shall protect Datto's and Paragon's proprietary rights in the Paragon Software to at least the same degree as the terms and conditions of this Agreement.

Partner shall not reverse engineer, reverse compile, or disassemble the object code for the Paragon Software or any third party components of the Paragon Software.

Partner shall make no representations or warranties on behalf of Datto or Paragon.

Partner is not granted any rights beyond the scope of this Agreement.

Partner shall distribute the Paragon Software as part of the Product with the Paragon EULA.

Partner acknowledges and agrees that Datto may provide Paragon with reasonable access to this Agreement provided that Partner may request that Datto redact such portions of this Agreement deemed necessary to preserve confidentiality.

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Your rights under this EULA terminate without notice from Paragon if You fail to comply with any provision hereof. If at any time Paragon discovers You are not in compliance with this EULA, it may without further notice to You or obligation to allow a cure period require You to return all media containing Licensed Product and to remove the Licensed Product and all files created by it from any systems on which it was installed, in a way that guarantees non-recoverability and, upon demand by Paragon, to confirm compliance with these requirements in writing under penalty of perjury.

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This EULA is governed by and interpreted in accordance with the laws of the state of California, USA. The exclusive jurisdiction for any claim, action or dispute with Paragon or relating in any way to Your use of the Licensed Product shall be in the state and federal courts of the State of California and the venue for the adjudication or disposition of any such claim, action or dispute shall be in Orange County, California, USA.

You acknowledge that you have read this EULA, understand it, and that by using the Licensed Product you agree to be bound by this EULA's terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between Paragon and You, and supersedes any proposal or prior agreement, oral or written, and any other communication between Paragon and You relating to its subject matter. No additional or any different terms will be enforceable against Paragon unless Paragon gives its express consent, including an express waiver of the terms of this EULA, in writing signed by an officer of Paragon. You assume full responsibility for the use of the Licensed Product and agree to use the Licensed Product legally and responsibly in compliance with the terms of this EULA.

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C. For Products involving the use of Kroll Technology:

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Use of Kroll Technology. Partner acknowledges and agrees that the Kroll Software may be used only as part of the Kroll Solution. Partner shall not market, license, sublicense and/or distribute the Kroll Software, or any of the technology incorporated in the Kroll Software, in standalone form, either electronically or otherwise and shall resell the Product only in a manner authorized by and consistent with this Agreement. Partner shall not license the Kroll Software to End Users for use in a hosted environment or as software as a service (SaaS). Partner acknowledges and agrees:

Partner shall offer use of the Kroll Software to End Users only as part of the Kroll Solution.

Partner shall market and distribute the Kroll Solution only and solely under the name of Datto and not under the name of the Partner or any other third party.

Partner shall protect Datto’s and Kroll’s proprietary rights in the Kroll Software to at least the same degree as the terms and conditions of this Agreement.

Partner shall not reverse engineer, reverse compile, or disassemble the object code for the Kroll Software or any third party components of the Kroll Solution.

Partner shall make no representations or warranties on behalf of Datto or Kroll.

Partner is not granted any rights beyond the scope of this Agreement.

Partner shall distribute the Product with the Kroll EULA as provided by Datto.

Partner shall not distribute the Kroll Software as part of the Kroll Solution, either directly or indirectly, to any Customer unless such Customer is subject to the Kroll EULA.

Partner acknowledges and agrees that Datto may provide Kroll with reasonable access to this Agreement provided that Partner may request that Datto redact such portions of this Agreement deemed necessary to preserve confidentiality.

KROLL EULA

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