

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY (THESE “TERMS”) BEFORE USING CONNECTWISE SAAS BACKUP (AS DEFINED BELOW).

MSP AND CONNECTWISE, LLC OR ITS PREDECESSOR OR AFFILIATE INCLUDING BUT NOT LIMITED TO CONTINUUM MANAGED SERVICES HOLDCO, LLC (“CONNECTWISE”) HAVE PREVIOUSLY ENTERED INTO AN MSP LICENSE AND SERVICES AGREEMENT (“MSP AGREEMENT”) PURSUANT TO WHICH MSP HAS RECEIVED THE RIGHT TO ACCESS AND USE CERTAIN CONNECTWISE PRODUCTS AND SERVICES. THESE TERMS ARE INCORPORATED BY REFERENCE INTO SUCH MSP AGREEMENT AS “ADDITIONAL TERMS” THERETO AND TOGETHER THESE ADDITIONAL TERMS AND SUCH MSP AGREEMENT SHALL BE DEEMED THE AGREEMENT BETWEEN THE PARTIES AS IT RELATES TO CONNECTWISE SAAS BACKUP. CONNECTWISE SAAS BACKUP IS PART OF THE “CONNECTWISE OFFERING” AS REFERENCED IN THE MSP AGREEMENT. FOR THE AVOIDANCE OF DOUBT, IN THE EVENT OF A CONFLICT BETWEEN ANY OF THESE TERMS AND ANY OF THE PROVISIONS OF THE MSP AGREEMENT, THE PROVISIONS SET FORTH IN THESE TERMS SHALL CONTROL SOLELY AS THEY PERTAIN TO CONNECTWISE SAAS BACKUP. MSP AND CONNECTWISE MAY EACH BE REFERRED TO HEREIN AS A “PARTY” IN THESE TERMS, AND ARE, COLLECTIVELY, THE “PARTIES”.

**1. General.** All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the MSP Agreement.

1.1. **“Cloud”** means ConnectWise SaaS Backup data centers managed by ConnectWise, or on behalf of ConnectWise by a third party, such as Keepit A/S. Cloud Storage or Usage means the amount of space MSP and/or its End-Clients’ Content uses in the Cloud.

1.2. **“Content”** means data, text, audio, video, images or software (including machine images).

1.3. **“Documentation”** means the published user manuals that ConnectWise makes generally available to its customers for use of ConnectWise SaaS Backup.

1.4. **“Licensed Material”** means ConnectWise SaaS Backup and the Documentation.

1.5. **“ConnectWise SaaS Backup”** means the ConnectWise SaaS Backup Software, in object code format only, made available by ConnectWise to MSP pursuant to the applicable Purchase Order Form or order placed via the MSP Portal, as applicable, and these Additional Terms, and any updates, upgrades or modifications thereto, as made generally available by ConnectWise to its customers.

**2. License.**

2.1 **Use** - Subject to the terms and conditions of this Agreement including, but not limited to the applicable licensing restrictions and obligations set forth below and any restrictions set forth in the MSP Agreement, and subject further to MSP’s full compliance herewith and according to the scope, time period and other terms indicated on the applicable Purchase Order Form delivered in connection with this Agreement, ConnectWise hereby grants MSP and MSP hereby accepts from ConnectWise, a limited, non-exclusive and non-transferable right and license during the Term to access and use the Licensed Material, and to sublicense the foregoing rights to End-Clients, each in accordance with the applicable restrictions and conditions contained in this Agreement. MSP right to exercise the foregoing rights in and to the Licensed Material shall be for the sole purpose of MSP’s provision of data back-up and protection services to its End-Client customers. MSP will ensure that all its End-Client customers have agreed to abide by the terms of this Agreement, including the confidentiality provisions contained herein and MSP is liable for any breach of this Agreement by such End-Clients. Upon expiration of the Term or termination of this Agreement or the applicable Purchase Order Form pursuant to which MSP subscribes to ConnectWise SaaS Backup, any and all rights and licenses granted under this Agreement by ConnectWise shall automatically terminate.

2.2 **License Usage and Restrictions.** MSP acknowledges and agrees that, as between MSP and ConnectWise, ConnectWise owns and shall continue to own all right, title, and interest in and to the Licensed Material, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant MSP any ownership interest in or to the Licensed Material, but only a



limited right and license to use the Licensed Material in accordance with the terms of this Agreement and each applicable Purchase Order Form. MSP further acknowledges and agrees that the license granted hereunder shall expire automatically upon expiration or termination of the Term and the restrictions applicable to MSP's installation and use of ConnectWise SaaS Backup will vary according to the type of license to the ConnectWise Offering purchased by MSP. MSP hereby agrees to the following license restrictions and conditions applicable to ConnectWise SaaS Backup set forth in the Purchase Order Forms delivered by MSP under this Agreement:

2.2.1 MSP shall not, and shall not allow its End-Clients to (i) interfere with the use of ConnectWise SaaS Backup, or the equipment or network used to provide ConnectWise SaaS Backup, (ii) use ConnectWise SaaS Backup in a manner that damages, disables, overburdens or impairs any of ConnectWise SaaS Backup, the underlying infrastructure or any network connections, (iii) use ConnectWise SaaS Backup in a manner or for a purpose that is unlawful or prohibited under this Agreement, or (iv) use ConnectWise SaaS Backup in a way which was not intended, for example and without limitation, using the archive/data retention feature of ConnectWise SaaS Backup for a significant number of deleted users compared to the number of active users shall be considered a violation and may result in increased license requirements, additional fees, and/or termination or suspension of the right to use the Licensed Materials. ConnectWise may, at its discretion, apply automatic message monitoring, filtering, and deny performance of activities that do not comply with these Terms.

2.2.2 MSP shall ensure that its End-Clients at all times comply with ConnectWise's third party hosting providers' applicable policies for acceptable use or similar terms for such End Clients. ConnectWise shall not in any way be responsible for any consequences, e.g. disruption of services, of any failure by MSP to adhere to such policies etc.

2.2.3 If MSP or any of MSP's End-Clients use ConnectWise SaaS Backup in violation of these Additional Terms or any of ConnectWise's third party hosting providers' applicable policies for acceptable use, ConnectWise will notify MSP of such violation. If MSP does not notify the applicable End-Client of the violation or if MSP has notified the End-Client and the End-Client has not cured the violation, in each case, within five (5) days after notice from ConnectWise, ConnectWise shall be, in its reasonable discretion, entitled to terminate MSP's subscription and access to ConnectWise SaaS Backup, without further notice.

### 2.3 PROOF OF CONCEPT AND FREE SERVICES

2.3.1 If ConnectWise SaaS Backup is provided for proof of concept (for trials or evaluations) or provided at no charge, such use will be for a limited duration as solely determined by ConnectWise.

2.3.2 From time to time, ConnectWise may make ConnectWise SaaS Backup available for full use, i.e., not subject to limited proof of concept purposes at no charge. ConnectWise SaaS Backup provided free of charge may have limited features, functions, and other technical limitations compared to paid versions.

2.3.3 Notwithstanding anything to the contrary in these Terms, ConnectWise does not provide maintenance and support, warranties, or indemnification for ConnectWise SaaS Backup provided as part of a proof of concept or free of charge.

2.3.4 You agree that ConnectWise, in its sole discretion and for any or no reason, may terminate your access to the free offerings or any part thereof. MSP agrees that any termination of your access to free offerings may be without prior notice, and you agree that ConnectWise will not be liable to you or any third party for such termination.

## 3. International Licenses; Content Storage.

3.1 **International Access.** ConnectWise SaaS Backup is provided in several regions; currently in the United Kingdom, European Union, USA, Canada and Australia. New regions may be added at any time but existing regions will not be removed without negotiating an exit from that region with the individual customers in the region. Content transferred to ConnectWise SaaS Backup will be stored and processed exclusively in the region as chosen by MSP. MSP appoints ConnectWise to transfer Content to the chosen region and to store and process Content in the chosen region. Keepit may remotely manage data storage and processing facilities in the regions from non-regional offices. Organisational measures are in place to ensure that Customer Data is



never transferred from its region.

3.1.1 ConnectWise or its third party hosts may, as part of an ongoing support issue with MSP or End Clients, request access to the Content from the MSP or End-Client. It is the responsibility of MSP to determine if such access can be granted under applicable laws and regulations, for example under GDPR Article 49, before granting such access. It is the responsibility of MSP to choose a region suitable for the storage of Content. For example, if Content may not be exported from the EU, then MSP must choose the EU region for ConnectWise SaaS Backup.

3.1.2 ConnectWise does not control or limit the geographies from which ConnectWise SaaS Backup can be accessed by MSP and/or End-Clients and to or from which geographies transfers can be made by MSP and/or End-Clients.

3.1.3 If the Content of MSP or its End-Clients originates from a country outside of the United States and/or contains personally identifiable information concerning individuals who reside outside of the United States and (as described in Section 3.2) will be transferred to and stored in aCloud located in a country other than its country of origin, MSP has sufficient legal authority granted to it and consents to such transfer and storage of the Content to the United States or other previously specified country and prior to the transfer will obtain written consent of its End-Clients to such transfer and storage.

3.2 **Content Storage.** All Content sent to or retrieved from the Cloud will need to be transferred electronically, unless otherwise approved in writing by ConnectWise. For End-Clients located in the United States and which process Content that includes personally identifiable information concerning individuals who reside in the United States, Content will be stored on the Cloud located in the United States. For End-Clients located outside of the United States and/or which process Content that includes personally identifiable information concerning individuals who reside outside of the United States, Content will be stored on the Cloud located in the United Kingdom, European Union, USA, Canada or Australia, in accordance with Section 3.1. MSP consents to the storage of Content in, and transfer of Content into, the country of storage determined by this Section 3.2, and represents and warrants that it has obtained written consent of its End-Clients to same prior to any such transfer or storage. Furthermore, MSP grants ConnectWise a perpetual, irrevocable, fully-paid up, royalty-free, nonexclusive, transferable right and license to copy, distribute, transfer, store and use MSP's Content, and to sublicense the foregoing rights to any third-party service provider of ConnectWise, solely to provide the services set forth in this Agreement to MSP. ConnectWise will not access or use such Content except as necessary to maintain or provide ConnectWise SaaS Backup, or as necessary to comply with the law or a binding order of a governmental body. ConnectWise will not (a) disclose such Content to any government or third-party or (b) except as required to provide billing and administrative services, to provide support services requested by MSP and to investigate fraud, abuse or violations of this Agreement or the MSP Agreement, move such Content from the Cloud location determined by this Section 3.2; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, ConnectWise will give MSP notice of any legal requirements or order referred to in this Section 3.2. Prior to entering into any agreement with an End-Client under which ConnectWise SaaS Backup will be made available, MSP will include in its agreement with such End-Client, enforceable provisions that require the applicable End-Client to inform MSP in writing if any of the Content includes personally identifiable information concerning individuals who reside outside of the United States and permit the foregoing transfers and storage. MSP will notify ConnectWise in writing if any of the Content includes personally identifiable information concerning individuals who reside outside of the United States. MSP will indemnify, defend, and hold harmless ConnectWise for any liability arising from any third-party claims in connection with MSP's or its End-Clients' Content.

3.3 **Data Processor.** If MSP or End-Client transfers any personal data to ConnectWise, ConnectWise will be deemed a data processor under the relevant and applicable data protection law. If MSP or End-Client transfers such personal data to ConnectWise, MSP and/or End-Client shall include all relevant information regarding the personal data, and instructions for the processing of such personal data. ConnectWise and its



subcontractors will only process personal data in accordance with clause 3.2, and the aforementioned additional instructions from MSP and/or End-Client. ConnectWise shall not be responsible for any non-compliance with applicable data protection law, due to processing personal data in accordance with this clause 3 and/or any additional instructions from MSP and/or End-Client.

**Data Retention.** ConnectWise will retain all Content for 30 days after the deletion of the account or termination of this agreement. This “deletion retention” will ensure that MSP and/or End Clients access to Content can be re-established after any conceivable targeted attack against customer primary data and backup data. After expiration of the retention period, ConnectWise will have deleted all records of Content without undue delay. Any physical media used to store Content is later either overwritten or physically destroyed as part of the internal storage lifecycle management process. Historical records of Content, as provided by ConnectWise SaaS Backup, are immutable as is necessary for the reliable delivery of the ConnectWise Offering. It is MSP’s responsibility upon accessing historical records, to maintain an inventory of records that may no longer be accessed due to applicable law or regulation, such as GDPR Article 17.

4. **License Fee.** ConnectWise may adjust fees and charges for ConnectWise SaaS Backup by giving MSP at least 30 days’ advance notice. MSP’s sole remedy in the event it does not agree to such change in fees or in the event it does not agree with the addition of new fees shall be for MSP to terminate its subscription to ConnectWise SaaS Backup. MSP will be charged for actual usage of ConnectWise SaaS Backup through the termination date as reported in the Purchase Order Form or MSP Portal, as applicable.
- 4.1. **Forecasts.** MSP will use reasonably good faith effort to provide ConnectWise with information (i.e., forecasted volume) for Usage.
5. **Use Reporting.** ConnectWise reserves the right to gather data on license usage by MSP for each item of ConnectWise SaaS Backup, including IP addresses, domain counts and other information deemed relevant, to ensure that ConnectWise SaaS Backup is being used in accordance with the terms of this Agreement. ConnectWise expressly prohibits domain count overrides without prior written approval. MSP hereby consents to ConnectWise gathering such usage information and agrees not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any unauthorized use of ConnectWise SaaS Backup by MSP or other use by MSP in violation of the restrictions contained herein shall be deemed a material breach of this Agreement. ConnectWise reserves the right to remedy any such breach immediately upon discovery, by charging MSP the then current list price for any usage of ConnectWise SaaS Backup in excess of the licenses purchased by MSP, or by any other means necessary.

## 6. Obligations of MSP

### 6.1 MSP Obligations.

6.1.1 MSP shall comply with all applicable laws, orders and regulations, including but not limited to any applicable laws, orders and regulations governing the transfer of data.

6.1.2 MSP shall comply with ConnectWise’s reasonable requests aimed at ensuring compliance with legal requirements applicable to ConnectWise SaaS Backup.

6.1.3 MSP is responsible for informing ConnectWise of any End-Client account, which shall be closed or otherwise make ConnectWise SaaS Backup inaccessible for such End-Client. ConnectWise shall not be responsible for any losses MSP may incur, which could have been avoided, if MSP had provided notice to ConnectWise. MSP’s failure to suspend or close End-Clients’ accounts, shall not affect ConnectWise’s right to charge MSP the applicable fees, based on MSP’s use of ConnectWise SaaS Backup.

6.2 **Pass-through Obligations.** MSP agrees that it will include provisions in its agreements with End-Clients whose Content is managed with ConnectWise SaaS Backup that: (a) permit ConnectWise to suspend or terminate use of ConnectWise SaaS Backup in accordance with this Agreement; (b) require End-Client’s systems to meet the technical and functional requirements necessary for use of ConnectWise SaaS Backup; and (c) permit End-Client’s Content to be transferred and stored in the manner determined by Section 3.3. MSP further agrees to include in agreements between MSP and such End-Clients terms substantially identical to (and no less restrictive than) the following “Minimum End-Client Terms”:

1. Terms and Conditions. The following Terms and Conditions apply to the use of ConnectWise



SaaS Backup by End-Client and/or to the owner of a SaaS account through which ConnectWise SaaS Backup is accessed (hereafter collectively, "MSP Customer"). MSP Customer's right to use or benefit from ConnectWise SaaS Backup is subject to its written agreement with MSP and to these Terms and Conditions.

2. **Export Restrictions.** ConnectWise SaaS Backup is of U.S. origin for purposes of U.S. export control laws and MSP Customer agrees that it will comply with those laws, together with all applicable international and national laws that apply to ConnectWise SaaS Backup and to MSP Customer's Content stored and managed using ConnectWise SaaS Backup, including, as applicable, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, the National Industrial Security Procedures Operating Manual, the U.S. economic sanctions administered by the Office of Foreign Assets Control, and any other applicable end-user, end-use and destination restrictions imposed by the U.S. and other governments of competent jurisdiction. It is the responsibility of MSP Customer to inform MSP if (a) it is managing Content the dissemination of or access to which is restricted by any legal authority and (b) if so, in what country(ies) it is legally permitted to store such Content, so that MSP may ensure compliance, including by selecting a Cloud location in which MSP Customer is legally permitted to store such Content. MSP Customer further represents that it is not (a) located in Cuba, Iran, North Korea, Sudan, Syria, the Crimea region of Ukraine, or any other jurisdiction that is subject to U.S. economic sanctions, or (b) listed on, or otherwise subject to restrictions imposed by, the Specially Designated Nationals or Foreign Sanctions Evaders lists of the U.S. Department of the Treasury's Office of Foreign Assets Control's; the Denied Persons, Entity, or Unverified Lists of the Bureau of Industry & Security of the U.S. Department of Commerce; or any similar list of sanctions or prohibition.

7. **Disclaimer of Warranty.** CONNECTWISE DOES NOT WARRANT THAT CONNECTWISE SAAS BACKUP WILL MEET MSP'S OR END-CLIENTS' REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY STATED IN THESE ADDITIONAL TERMS, CONNECTWISE SAAS BACKUP IS PROVIDED AND LICENSED "AS IS" AND WITH ALL FAULTS. CONNECTWISE DOES NOT WARRANT THAT MSP AND ITS END-CLIENTS IN FACT CAN ACCESS CONNECTWISE SAAS BACKUP REMOTELY FROM ANY LOCATION WORLDWIDE, AS CONNECTWISE'S THIRD PARTY PROVIDER RESERVES THE RIGHT TO BLOCK ACCESS FROM CERTAIN IP ADDRESSES, COUNTRIES AND BROWSERS WHERE SUCH ACCESS COMPRISES THE SECURITY AND INTEGRITY OF CONNECTWISE SAAS BACKUP. EXCEPT AS STATED IN THESE ADDITIONAL TERMS, THERE ARE NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, OR OTHERWISE, REGARDING CONNECTWISE SAAS BACKUP OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THESE ADDITIONAL TERMS. UNLESS OTHERWISE STATED IN THESE ADDITIONAL TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONNECTWISE AND ITS AUTHORIZED REPRESENTATIVES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY (IF ANY) WARRANTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, NON-INFRINGEMENT, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT, AND LACK OF NEGLIGENCE. ALSO, EXCEPT AS OTHERWISE STATED IN THESE ADDITIONAL TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THERE IS NO WARRANTY, DUTY, OR CONDITION OF TITLE OR CORRESPONDENCE TO DESCRIPTION. THIS IS AN ARM'S LENGTH TRANSACTION AND MSP HAS ENGAGED IN APPROPRIATE DUE DILIGENCE CONCERNING BOTH CONNECTWISE AND THE LICENSED MATERIAL. CONSEQUENTLY, UNLESS THIS AGREEMENT EXPRESSLY PROVIDES OTHERWISE, THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF CONNECTWISE SAAS BACKUP REMAINS WITH MSP. NO AGREEMENTS VARYING OR EXTENDING THE FOREGOING WARRANTIES OR LIMITATIONS WILL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED



REPRESENTATIVE OF BOTH PARTIES.

**8. Miscellaneous.**

**8.1 Documentation Review.** MSP agrees that it has reviewed the Documentation relating to ConnectWise SaaS Backup, including but not limited to online user guides outlining proper installation and use of ConnectWise SaaS Backup.

**8.2 Survival.** The provisions of this Agreement relating to payment of any fees or other amounts owed shall survive any termination or expiration of this Agreement. All other terms and conditions of the MSP Agreement shall remain in full force and effect.

**8.3 Electronic Communications.** MSP acknowledges and agrees that ConnectWise may communicate with MSP regarding its account or ConnectWise SaaS Backup via email or other electronic communications. MSP hereby consents to these communications and others regarding the latest ConnectWise developments, including new product releases, upgrades, special offers and other information that ConnectWise believes may be relevant to MSP's use of ConnectWise SaaS Backup.