

PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS (THESE “TERMS”) BEFORE USING CONTINUUM RECOVER (AS DEFINED BELOW).

MSP AND CONTINUUM MANAGED SERVICES HOLDCO, LLC (“CONTINUUM”) 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 CONTINUUM 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 CONTINUUM RECOVER. CONTINUUM RECOVER IS PART OF THE “CONTINUUM 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 CONTINUUM RECOVER. MSP AND CONTINUUM MAY EACH BE REFERRED TO HEREIN AS A “PARTY” IN THESE TERMS, AND ARE, COLLECTIVELY, THE “PARTIES”.

Section 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 Continuum Recover data centers managed by Continuum, or on behalf of Continuum by a third party. 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 Continuum makes generally available to its customers for use of Continuum Recover.

1.4 **“Licensed Material”** means Continuum Recover and the Documentation.

1.5 **“Continuum Recover”** means the Continuum Recover Software, in object code format only, made available by Continuum 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 Continuum to its customers.

Section 2. License.

2.1 **Use** - Subject to the terms and conditions of this Agreement including, but not limited to the applicable licensing restrictions set forth in Section 2(b) 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, Continuum hereby grants MSP and MSP hereby accepts from Continuum, a limited, non-exclusive and non-transferable right and license during the Term to install Continuum Recover on computer hardware that is owned or operated by or on behalf of an End-Clients, 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 and to copy the Licensed Material as permitted by 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 Continuum Recover, any and all rights and licenses granted under this Agreement by Continuum shall automatically terminate.

2.1.1 Commencing on the date on which MSP receives the log-in information to the License Key (as defined herein) for Continuum Recover and continuing for forty-four (44) days thereafter (the "Recover Evaluation Period"), a limited version of Continuum Recover shall be provided to MSP at no charge solely for MSP to use for evaluation purposes. MSP acknowledges and understands that the Recover Evaluation Period is not determined by, or calculated based on, the date on which any Software Agents are installed on to any Supported Device. The Recover Evaluation Period shall not be extended without the express written consent of Continuum.

2.2 License Usage and Restrictions. MSP acknowledges and agrees that, as between MSP and Continuum, Continuum 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 Continuum Recover will vary according to the type of license to the Continuum Offering purchased by MSP. MSP hereby agrees to the following license restrictions and conditions applicable to Continuum Recover set forth in the Purchase Order Forms delivered by MSP under this Agreement:

2.2.1 For a Continuum Recover subscription made generally available by Continuum on a "per-instance" basis, MSP may install, operate and use Continuum Recover on one (1) instance per license purchased by MSP; and

2.2.2 For a Continuum Recover subscription made generally available by Continuum on a "per-server" basis, MSP may install, operate and use Continuum Recover on one (1) physical or one (1) virtual server per license purchased by MSP.

2.3 Copies and Disaster Recovery. MSP may make a reasonable number of back-up archival copies of Continuum Recover. In the event of any outage that results in the complete failure of the computer system upon which MSP has installed Continuum Recover, MSP's right to use Continuum Recover shall include, during the pendency of such outage, the temporary right to use Continuum Recover in a replacement computing environment substantially similar to the original

computing environment upon which Continuum Recover was installed immediately prior to such outage. MSP shall reproduce all confidentiality and proprietary notices on each of the copies permitted hereunder and maintain an accurate record of the location of each of the copies. MSP shall not otherwise copy or duplicate the Licensed Material. MSP shall not reverse engineer, disassemble, translate, modify, adapt, or decompile the Licensed Material or apply any procedure or process to the Licensed Material in order to ascertain, derive, and/or appropriate the source code or source listings for Continuum Recover or any trade secret or other proprietary information contained in Continuum Recover. MSP shall not provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Licensed Materials to or for the benefit of third parties.

Section 3. License Restrictions; Maintenance; Content Storage. MSP agrees that, unless it has obtained Continuum's prior written consent, MSP will not directly or through any parent, subsidiary, affiliate, agent, or third party do any of the following with respect to Continuum Recover: (a) use Continuum Recover (including the related Software or Documentation) in violation of the terms of this Agreement; (b) ship or transmit (directly or indirectly) any copies of the Software or Documentation to any country or destination prohibited by the United States Government; or (c) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of Continuum Recover, or create derivative works from, employ, or manipulate Continuum Recover. 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.

3.1 International Licenses. Continuum SaaS Backup is provided in several regions; currently EU, USA 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 Continuum SaaS Backup will be stored and processed exclusively in the region as chosen by MSP. MSP appoints Continuum to transfer Content to the chosen region and to store and process Content in the chosen region. Continuum may, and may permit its third party providers to, 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 Continuum 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 Continuum SaaS Backup.

3.1.2 Continuum does not control or limit the geographies from which Continuum 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 a Cloud 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 Continuum. 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 or Australia. MSP consents to the storage of Content in, and transfer of Content into, the country of storage determined by this Section 3.3, 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 Continuum a perpetual, irrevocable, fully-paid up, royalty-free, non-exclusive, 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 Continuum, solely to provide the services set forth in this Agreement to MSP. Continuum will not access or use such Content except as necessary to maintain or provide Continuum Recover, or as necessary to comply with the law or a binding order of a governmental body. Continuum 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 3.3; 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, Continuum will give MSP notice of any legal requirements or order referred to in this Section 3.3. Prior to entering into any agreement with an End-Client under which Continuum Recover 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 Continuum 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 Continuum for any liability arising from any third-party claims in connection with MSP's or its End-Clients' Content.

3.4 Data Retention. Continuum 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, Continuum 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 Continuum SaaS Backup, are immutable as is necessary for the reliable delivery of the Continuum 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.

Section 4. License Fee. Continuum may adjust fees and charges for Continuum Recover 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 Continuum Recover. MSP will be charged for actual usage of Continuum Recover through the termination date as reported in the Purchase Order Form or MSP Portal, as applicable.

4.1 Cloud Storage Fees. For Continuum Recover Pooled, Cloud Storage is packaged in tiers of various sizes, as further described in the Continuum Offering. MSPs will be notified in the calendar month when their storage reaches the next tier. MSP will be automatically billed and will be responsible to pay for the appropriate next higher level of cloud storage for that calendar month.

4.2 Cloud Usage Fees. MSP is entitled to 30 days of running servers in the Cloud per calendar year. After such 30 day period, Continuum will charge MSP Continuum's then-current standard daily fee to continue to run these virtualized servers.

Section 5. License Key & Use Reporting. MSP acknowledges that a security code owned and controlled by Continuum (the "License Key") is required to render Continuum Recover operational on MSP's computer hardware during the Term. Once utilized to install Continuum Recover on MSP's computer hardware, no other password will be required for the Licensed Material to operate on such computer hardware in accordance with the terms and restrictions contained in this Agreement and no other disabling device will prevent Continuum Recover from operating on MSP's computer hardware during the term set forth on the applicable Purchase Order Form. MSP shall not attempt to crack, alter or otherwise derive the License Key.

Continuum reserves the right to gather data on license usage by MSP for each item of Continuum Recover, including License Key numbers, server IP addresses, domain counts and other information deemed relevant, to ensure that Continuum Recover is being used in accordance with the terms of this Agreement. Continuum expressly prohibits domain count overrides without prior written approval. MSP hereby consents to Continuum 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 Continuum Recover by MSP or other use by MSP in violation of the restrictions contained herein shall be deemed a material breach of this Agreement. Continuum reserves the right to remedy any such breach immediately upon discovery, by charging MSP the then current list price for any usage of Continuum Recover in excess of the licenses purchased by MSP, or by any other means necessary.

Section 6. MSP. MSP agrees that it will include provisions in its agreements with End-Clients whose Content is managed with Continuum Recover that: (a) permit Continuum to suspend or terminate use of Continuum Recover in accordance with this Agreement; (b) require End-Client's

systems to meet the technical and functional requirements necessary for use of Continuum Recover; 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 Continuum Recover by End-Client and/or to the owner of a computer on which Continuum Recover is installed (hereafter collectively, "MSP Customer"). MSP Customer's right to use or benefit from Continuum Recover is subject to its written agreement with MSP and to these Terms and Conditions.

2. **Internet Connectivity.** Continuum Recover must have an operating Internet connection. If Continuum Recover is repeatedly unable to connect to the Internet, Continuum Recover may not function correctly.

3. **Export Restrictions.** Continuum Recover 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 Continuum Recover and to MSP Customer's Content stored and managed using Continuum Recover, 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.

Section 7. Disaster Recovery.

7.1 Disaster. In the event that any Continuum Recover appliance is destroyed or is otherwise inaccessible and MSP immediately notifies Continuum of such an event ("DR Scenario"), Continuum will promptly use reasonable efforts to assist MSP in virtualizing the servers available in Continuum Recover service cloud and allow these servers to run in Continuum Recover Service Cloud. MSP may terminate the running of these virtualized servers at any time upon delivery of written notice to Continuum.

7.2 **Test.** MSP is entitled to one test of a DR Scenario during the Recover Evaluation Period at no additional charge.

Section 8. Passwords. If MSP invokes any password-protection or encryption functionality of Continuum Recover, MSP understands that loss of its password will result in the loss of access to MSP's Content and/or access to image files created by Continuum Recover. Continuum has no liability associated with loss of such password. BY CREATING A PASSWORD OR ENCRYPTING CONTENT, MSP ASSUMES ALL RISK ASSOCIATED WITH LOSS OF THAT PASSWORD AND THE ASSOCIATED CONTENT.

Section 9. Disclaimer of Warranty. CONTINUUM DOES NOT WARRANT THAT CONTINUUM RECOVER 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, CONTINUUM RECOVER IS PROVIDED AND LICENSED "AS IS" AND WITH ALL FAULTS. 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 CONTINUUM RECOVER 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, CONTINUUM 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, NONINFRINGEMENT, 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 CONTINUUM AND THE LICENSED MATERIAL. CONSEQUENTLY, UNLESS THIS AGREEMENT EXPRESSLY PROVIDES OTHERWISE, THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF CONTINUUM RECOVER 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.

Section 10. Miscellaneous.

10.1 **Documentation Review.** MSP agrees that it has reviewed the Documentation relating to Continuum Recover, including but not limited to online user guides outlining proper installation and use of Continuum Recover.

10.2 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.

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