

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.