

## Exhibit A

### Datto Unified Backup 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 Unified Backup product (“**Product**”) will be used. Kaseya does not provide the Product directly to you. The Product is sold and provided by Kaseya US, LLC (in the United States) or one of its affiliates outside of the United States (“**Kaseya**”) 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 Kaseya 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 Kaseya, the use of which is subject to such third parties’ license or other end user customer terms.

#### 2. KASEYA’S RIGHTS AND RESPONSIBILITIES REGARDING CONTENT

- a) Kaseya’s Use of Content. Kaseya 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 Kaseya Privacy Statement that can be viewed [here](#), or as authorized by an Administrator for support.
- b) Kaseya’s Rights. In the event that Kaseya reasonably believes Content or use of a 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 Kaseya to liability, Kaseya reserves the right to refuse or disable access to the Product or Content. Kaseya 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. Kaseya will use reasonable efforts to contact the Administrator prior to taking such action. Notwithstanding the foregoing, Kaseya 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, or to avoid damage or loss to Kaseya or others. In the event that Kaseya takes any such action without prior notice, Kaseya will provide notice to the Administrator, unless prohibited by law.
- c) Use of Aggregate Data. Notwithstanding anything to the contrary in these Terms or elsewhere, Kaseya may evaluate and process use of the 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**”). Kaseya may use, process and share such Aggregate Data with third parties to improve the Products, develop new products, understand and/or analyze use, demand, and general industry trends, develop and publish white papers, reports, and databases summarizing the foregoing, and generally for any lawful purpose related to Kaseya’s business. Kaseya retains all intellectual property rights in Aggregate Data. Again, for clarity, Aggregate Data does not include any personally identifiable information nor identify any End User or individual.
- d) Right to Change Products. Kaseya may make changes to its Products through updates and upgrades that offer new features, functionality, and efficiencies (“**Enhancements**”). Kaseya 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 Kaseya may and you hereby authorize Kaseya 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) Kaseya's Relationship with Administrators. Kaseya will interact with the Administrator(s) you appoint to operate and manage use of the Product with your Content. You expressly agree that Kaseya 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 Kaseya and an Administrator. An Administrator is not an agent of Kaseya and is not authorized to make any representations or warranties on behalf of Kaseya 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 Kaseya.

#### **4. YOUR DIRECT USE OF A PRODUCT**

If the Administrator authorizes you to access or use a Product directly, such as through the Product interface or 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 Kaseya 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 Kaseya.

#### **5. SECURITY**

- a) Kaseya's Security Measures. Kaseya has implemented and maintains physical, technical and administrative measures designed to help secure Content under Kaseya'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 Kaseya be responsible, for any physical, administrative, or technical controls related to Products or Content not under the exclusive control of Kaseya, 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 Kaseya from and against any loss, cost, liability or damage, including attorneys' fees, for which Kaseya 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**

ANY PRODUCT WARRANTIES ARE MADE TO THE ADMINISTRATOR THAT PURCHASED THE PRODUCT ON YOUR BEHALF, AND NOT DIRECTLY TO YOU. THEREFORE, THE PRODUCT, INCLUDING ANY THIRD PARTY COMPONENTS OR TECHNOLOGY, ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KASEYA 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. KASEYA 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.

KASEYA 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. KASEYA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

KASEYA 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 KASEYA.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL KASEYA OR ANY KASEYA LICENSOR OR SUPPLIER BE LIABLE FOR ANY 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 KASEYA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL KASEYA BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS.

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