

DATTO SAAS PROTECTION AND DATTO SAAS DEFENSE TERMS OF USE

Updated as of November 17, 2025

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 Datto SaaS Defense ("**SaaS Defense**") products and services (collectively referred to herein as the "**Products**"). By purchasing or using either Product, you agree to be bound by the Kaseya Master Agreement entered into by you, Kaseya US, LLC or another Kaseya affiliate depending on your location and as described therein ("**Kaseya**," "**us**," or "**we**") as well as these Terms of Use which are incorporated into the Kaseya Master Agreement (collectively, the "**Agreement**"). Capitalized terms not defined in these Terms of Use have the meaning given to them in the Agreement. The current Kaseya Master Agreement is accessible by [clicking here](#).

If You do not agree to the Agreement, you may not register, access or use the Products.

1. USE OF PRODUCTS

- a. Right to Use. Subject to your compliance with the Agreement and the receipt by us of all fees applicable to a Product, we grant you a limited, revocable, non-sublicensable, non-exclusive right and license to access and use that Product in accordance with the Product Documentation for the number of licenses and the applicable data storage entitlement purchased ("**Licenses**"). Unless otherwise specified, you will receive the current standard Product features and functionality (such as number and frequency of backups) for the applicable Retention Plan and for the number of Licenses in each Product account ("**Product Account**").
- b. Product Accounts and Licenses. The term "**Third-Party Tenant**" means the third-party website or web-based application or service (such as, for example, Microsoft 365 or Google Workplace) with which the Product interacts. Each Product Account backs up data (with respect to SaaS Protection) or protects data (with respect to SaaS Defense) of individual users associated with an existing Third-Party Tenant account (each a "**User**"). A Product License is required for each User regardless of status (e.g., active, paused, archived or other specified usage) in accordance with the Documentation, provided however that SaaS Defense Licenses are not required for Users with an archived status.
- c. Active and Archive Licenses. There are two types of Licenses available for purchase, an Active License and an Archive License. "**Active Licenses**" are needed for Users that have an active license to the applicable Third-Party Tenant, and take backups of that User's Content on the Third-Party Tenant. Upon termination of the User's License to the Third-Party Tenant (for example, if the User leaves the employment of a Customer organization), SaaS Protection will automatically move that User to an "**Archive License**" and status, and if no Archive License is available for use in your Product Account, SaaS Protection will automatically add an Archive License to your Product Account. Under an Archive License, no new backups are taken, but old backups are accessible.
- d. Additional Licenses. Commencing November 2025 and reflected on invoices after December 1, 2025, Licenses for SaaS Defense and SaaS Protection shall receive "**Committed Minimum Quantity**" (or "CMQ") billing treatment, as described in the Kaseya Master Agreement. For those SaaS Protection and SaaS Defense Subscriptions that are mid-Commitment as of November 2025, the original CMQ for your Product shall be the number of Licenses reflected on your account as of November 2025. Under CMQ treatment, if in any calendar month your use of SaaS Protection or SaaS Defense exceeds your CMQ for that Product, the amount exceeding the CMQ will be invoiced as variable usage. Variable usage may change during each billing period based on actual Product usage and will not alter the CMQ. Your invoice at the end of the calendar month will include fees for variable usage at your then-current License rate, and you hereby agree to pay such amounts.

- e. Product Account Registration/Set up. You are required to set up each Product Account in accordance with the Product Documentation. During set up, you agree to provide accurate and complete information, and to promptly update this information should it change. All Users added to a Product Account, either manually or through an enabled automatic add feature, will automatically use an available Product License (that has already been purchased but not in use) or, if no such License is available, will automatically provision an additional Active License. You acknowledge that you are responsible for any additional Licenses or features you enable for each Product Account, including automatic License add or License cap features.
- f. Authentication using Oauth. If you authenticate use of a Product through an oauth technology, the Product will access your Third-Party Tenant account and use data from such account (such as User security data, file data, location data and device data) for authentication purposes.
- g. SaaS Protection Backup Process. SaaS Protection interact with the Third-Party Tenant to obtain copies of Content that exists on the Third-Party Tenant. We will use commercially reasonable efforts to save a copy of the Content that you have designated for backup to a server operated by us. In accordance with the Order and Documentation, we will automatically poll the API of the Third-Party Tenant 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, hereby authorize us to access and interact with the Third-Party Tenants to provide the Products.
- h. Rights and Responsibilities Regarding Content and Product Use.
 - i. License to Content. On behalf Users, you (i) represent and warrant that you and the User have sufficient rights and all required third party consents, permissions or licenses in and to the Third-Party Tenant account and Content as may be necessary and appropriate for use to provide the Product to you; and (ii) hereby authorize us to access and interact with the Third-party Tenant 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 us 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, comply with Applicable Law, or as otherwise necessary for us 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, for properly securing rights in the Content that allow us to provide the Product.
 - ii. You must maintain authorization and access to the Third-Party Tenants and the Third-Party Tenant APIs so that we are able to regularly 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 Third-Party Tenant is changed or otherwise restricted; b) due to unavailability of the Third-Party Tenant, or any portion thereof; c) if the Third-Party Tenant provider amends its API guidelines in such a way that affects our ability to access the Third-Party Tenant; and/or d) with respect to modifications to the Content that are not captured in the backup frequency or retention schedule for the Retention Plan chosen.
 - iii. Kaseya's Use of Content. Except for the limited license granted hereunder, you, your Client or the User (as applicable) retain all of existing rights in and to Content. We will use and process the Content only as necessary to provide and support the Products or comply with Applicable Law, and will not otherwise access Content other than as permitted under the Agreement, these Terms of Use, or as authorized by you for support.
 - iv. Kaseya's Use of Malicious Code. With respect to SaaS Defense, we will compile and provide threat information regarding Malicious Code ("**Threat Information**"). We 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 Products, research and analysis, and cooperation with others regarding Malicious Code.

2. SERVICE SUBSCRIPTIONS and RETENTION

- a. Service Subscription Required. To receive Product services, Product Licenses must be included in a valid Product subscription ("**Subscription**") for which we receive timely payment. A Subscription covers a pool of Licenses that have the same Committed Service Term and Retention Plan.
- b. SaaS Protection Retention Plan. Each SaaS Protection Service Subscription requires a particular Retention Plan. Content associated will be retained for a time period selected by you, provided that the Product Account has

appropriate Licenses provisioned to it and payments are current. Backups are taken, rolled-up and pruned as follows:

- Up to 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.

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

d. **Storage Entitlement For SaaS Protection.** Unless another amount is set forth on your Product Order, SaaS Protection provides for an initial storage entitlement of sixty gigabytes (60GB) per License, averaged across all SaaS Protection Licenses ("**Storage Entitlement**"); if a different Storage Entitlement amount is set forth on the initial Order, then that Storage Entitlement shall apply unless later modified through another Order. The Storage Entitlement may be increased during a Committed Service Term by purchasing additional storage, which is an Add-On, and which cannot be decreased during a Committed Service Term. If your Product Account exceeds the then-current Storage Entitlement during any monthly period, you will automatically be charged and invoiced for such excess storage at the end of that monthly period at the then-current prices for such excess storage (unless another price is listed on the initial Order). For any later monthly period where storage remains below the then-current Storage Entitlement throughout the entire period, there will be no excess storage invoiced for that period.

e. Term Length. A Product Subscription shall commence on the date the first Product License in the Subscription is provisioned for an Account or the date as set forth on the Order, whichever is sooner. A 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 Subscription and will remain in effect for the defined number of consecutive months.

f. Export and Deletion of Content. At any time prior to the termination of a Product Account, you may export Backups from your Product Account via download, pursuant to the Product Documentation. An active Subscription is required for export. We reserve the right to permanently delete Content thirty (30) days after termination of a Subscription. We may delete SaaS Defense Threat Information immediately upon termination of a SaaS Defense account.

g. Invoicing and Financial Terms. Subscription fees for Product are invoiced in advance, either monthly or annually. Overages are typically invoiced in arrears. Payments for Subscriptions will be charged to the applicable payment method indicated.

h. Special Pricing. If you purchase a Product with special pricing that Kaseya makes available to organizations based on a certain status or eligibility (such as the CORE Program), you hereby represent that you meet such eligibility requirements. Kaseya has the right to verify your eligibility and status and you hereby agree to provide all reasonable cooperation to Kaseya with respect to such efforts. Should you fail to promptly provide such cooperation, or if the requirements are not met in Kaseya's reasonable determination, you agree that Kaseya has the right to: (i) suspend or terminate the applicable Services; (ii) charge you for Product at the non-discounted pricing going forward, and/or: (iii) require that you promptly repay the difference between the discounted and non-discounted pricing for past Product purchases and use. Eligibility for the CORE Program is available by [clicking here](#)

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