

## **Datto BCDR End User Terms**

*Updated as of June 2020*

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The Product may involve the use of third party technology licensed by Datto, the use of which is subject to such third parties' license or other end user customer terms.

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**Right to Interact with Products.** You agree that Datto may and you hereby authorize Datto 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.

#### ADMINISTRATOR

Datto will interact with the Administrator(s) you appoint to operate and manage use of the Product with your Content. You are not a third party beneficiary of any agreement between Datto and an Administrator.

An Administrator is not an agent of Datto and is not authorized to make any representations or warranties on behalf of Datto regarding the Product or its use.

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 Datto.

You expressly agree that Datto 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.

#### YOUR DIRECT USE OF A PRODUCT

If the Administrator authorizes you to access or use a Product directly, though the Product interface or through 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 Datto 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 Datto.

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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 Datto be responsible, for any physical, administrative, or technical controls related to Products or Content not under the exclusive control of Datto, 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.

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