Veeam Data Cloud Service Agreement

Last updated: June 17, 2026

Veeam Data Cloud" (the "Services") means any cloud-based products, solutions, or offerings provided by Veeam, together with all associated components, updates, enhancements, modifications, and related documentation. The Services include any products, features, or functionality identified in Veeam's Documentation. Services are provided on a subscription basis only, and based on this Agreement between You ("You" or "Customer") and Veeam VaaS Corporation ("Veeam").

1. Definitions

1.1. Authorized User(s): means employees, agents, or third-party entities (including affiliated entities) authorized by Customer to use the Services. The term "Customer" is intended to include its Authorized Users.

1.2. Customer-Provided Data: means all backups, files, and other digital content that Customer directly uploads and stores using the Services.

1.3. Subscription Term: means the total duration of Your subscription for the Services, comprising two components: the Initial Term and the Renewal Term(s).

a. Initial Term: The initial duration of the subscription, as specified in the order form.

b. Renewal Term(s): At the end of the Initial Term, the subscription may be renewed for successive periods of the same length upon the parties' mutual agreement.

1.4. Documentation: means all guides, technical documentation, and help materials (e.g., KB) published on Veeam's website or otherwise provided by Veeam and related to the functionalities, use, and technical specifications of the Services.

2. Use of Service

2.1. Grant of Use. During the Subscription Term, Veeam grants You and Your Authorized Users the right to access and use the Services in accordance with the Documentation and this Agreement within limitations set forth in the order form for Your internal business purposes only. Fair and reasonable use of the Services is governed by Veeam's Fair Use Policy, which constitutes an integral part of this Agreement.

2.2. Customer's Obligations. You are responsible for: (a) maintaining the security of Your account credentials; (b) reporting security breaches to Veeam as soon as possible so we can assist; (c) maintaining and operating an information technology infrastructure where the Services will be used to copy, backup, maintain and transfer Your data; (d) determining if the Services meet Your technical, business and regulatory requirements; (e) ensuring use of the Services is only for lawful purposes; (f) ensuring the integrity of Your backup data and that it does not include any malicious code or malware that can impact the performance of the Services.

2.3. Restriction on Use. You shall not (a) interfere with the regular functioning of the Services; (b) impose unreasonably large loads on the Services infrastructure (see Fair Use Policy); (c) copy, modify, disassemble, decompile or reverse engineer any part of the Services; (d) use the Services to violate or infringe upon the right of privacy or intellectual property of third parties; (e) initiate or introduce a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs; (f) use the Services, or permit access to the Services, in order to build or support a similar or competitive application or service, or for competitive analysis, benchmarking, monitoring, or other competitive purposes, including for the benefit of any competitor of Veeam, or (g) disclose, transfer or otherwise make available to any third party the results of any performance, capacity or functionality tests or any benchmark testing of the Services.

3. Service Levels and Maintenance

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3.1. Veeam commits to 99.9% availability of the Services each month ("Operational Time"). Operational Time excludes the emergency or scheduled maintenance, repairs, or upgrades, during which the Services are not available to You ("Downtime").

3.2. If Veeam fails to meet this guarantee, it will make commercially reasonable efforts to provide an error correction or workaround or provide You with a credit ("Service Credit") in accordance with Section 3.3 and the chart below.

3.3. Service Credits must be approved by Veeam, and such approval will not be unreasonably withheld. Customers must submit a written claim for Service Credits within thirty (30) days from the month, when the downtime event(s) occurred, providing all necessary details to support the claim, including: (i) a comprehensive description of the incident; (ii) the specific time and duration of the downtime; and (iii) details of any efforts made by You to resolve the issue. Approved Service Credits will be applied upon renewal of the applicable Subscription Term, offsetting payments for overages of storage utilization, egress, or retrieval (if any). This constitutes the Customer's sole and exclusive remedy for any failure related to Operational Time. Service Credits will not entitle You to any refund or other payment from Veeam. Service Credits may not be transferred or applied to any other account.

Veeam Data Cloud Availability Service Credits

Monthly Uptime Percentage	Monthly Service Credit Percentage

Less than 99.9%	10%
Less than 99.0%	25%
Less than 95.0%	100%

The aggregate maximum number of Service Credits that can be issued shall not exceed two (2) months of the Services in any single year of the Subscription Term.

3.4. SLA Exclusions. The Service Credits shall not apply in the following cases:

Downtime periods; or

Free trial periods or other services expressly excluded in the associated Documentation; or

Issues arising from Customer's or its providers' software, hardware, services and other components not provided by Veeam; or

Third-party attacks or force majeure events, including those at the Customer's site or between the Customer's site and data centers; or

Customer's actions or omissions that breach this Agreement or any policy included by reference; or

Unavailability caused by any other factors outside Veeam's reasonable control, including but not limited to a failure of a cloud service provider.

3.5. Support. During the Subscription Term, Veeam will provide support for the Services in accordance with the applicable support terms available at https://www.veeam.com/support.html.

3.6. Backup Frequency. Veeam is currently offering a daily backup schedule through the Services.

3.7. Maintenance and Downtime. Veeam strives to maintain the availability of the Services 24 hours a day, 7 days a week. On occasion, Veeam must perform maintenance on the Services and the infrastructure through which the Services are made available, and this may require a period of downtime. Where planned maintenance is being undertaken, we will use commercially reasonable efforts to minimize the downtime and to notify you in advance and select a day and time that will minimize the impact on our global subscribers. Maintenance schedules will be communicated in advance with 48 hours' notice. From time to time, there may be a period of downtime due to unplanned maintenance, which may be required to ensure the continuity and performance of the Services. In such events, Veeam will make reasonable efforts to notify you promptly, though advance notice may not always be possible.

4. Free Trials

4.1. Free Trial Use. Veeam may provide the Service to You at no charge, specifically for trial purposes ("Free Trial"). Subject to Your compliance with this Section 4 (Free Trials), Veeam grants You a limited, personal, non-exclusive, non-transferrable, non-assignable, revocable right to use the Free Trial solely for internal, non-commercial evaluation purposes for thirty (30) calendar days ("Trial Term"). You acknowledge, as a condition of Your use that such Free Trial: (i) is under development and not at the level of performance or compatibility of generally available products; (ii) may not operate correctly, may contain errors, bugs, and design flaws; (iii) may be modified by Veeam prior to being made generally available; and (iv) may not ever be made available for general release. You agree to use reasonable efforts to notify Veeam of any bugs or other problems encountered during the Free Trial.

4.2. Restrictions. You assume all risk in uploading or storing any Customer-Provided Data into a Free Trial, and Veeam shall have no liability with regard thereto, including for any loss or corruption of Customer-Provided Data. Upon expiration or termination of the Trial Term, You shall have no right to access or use the Free Trial. All Customer-Provided Data from the Free Trial shall be deleted upon termination or expiry of the Trial Term. In relation to any Free Trials, Veeam shall have no liability under this Agreement (or any legal or equitable theory).

5. Warranties and Disclaimers

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5.1. Service Warranty. Veeam warrants that for the Subscription Term the Services will perform substantially in accordance with the Documentation under normal use and circumstances and that it provides the Services using commercially reasonable care and skill. You agree to notify Veeam promptly of any service performance failures and to provide Veeam with a reasonable opportunity to remedy any such failures in accordance with the service levels provided. The warranty for the Services shall end upon the termination or expiration of the Subscription Term.

5.2. Warranty Exclusions. The above warranty does not extend to the issues that arise as a result of misuse or use of the Services in a manner contrary to the instructions or Documentation provided by Veeam or modification of the Services by anyone other than Veeam.

5.3. Disclaimer of Warranties. Except as specified in this section, the Services, Documentation, and other deliverables provided under this Agreement are provided "AS IS" and "AS AVAILABLE" with all faults and without warranty of any kind. Veeam expressly disclaims all other warranties, express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising out of a course of dealing, usage, or trade. Veeam does not warrant that the Services will meet your requirements or that the operation of the Services will be uninterrupted or error-free. FREE TRIALS ARE PROVIDED "AS IS," AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY OR INDEMNITY WHATSOEVER.

5.4. Limitation of Remedies. Your exclusive remedy and Veeam's entire liability under this warranty will be, at Veeam's option, to provide remedial service through repair, replacement, or refund for the Services that do not meet this warranty. Any repair or replacement service will not extend the Subscription Term.

6. Limitation of Liability

6.1. Veeam's total aggregate liability under this Agreement is limited to the amount paid by Customer to Veeam for the Services in the twelve (12) months preceding the first event giving rise to such liability.

6.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOSS OF REVENUE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES, BUSINESS INTERRUPTIONS, OR LOSS OF BUSINESS INFORMATION, EVEN IF THESE DAMAGES WERE REASONABLY FORESEEABLE OR KNOWN TO THE PARTIES INVOLVED.

7. Indemnification

7.1. Veeam shall indemnify, defend, and hold You harmless from and against losses, damages, liabilities, reasonable costs and expenses, awards, fines or settlements arising from or relating to any third-party claims that the Services infringes any intellectual property rights, provided You promptly notify Veeam of the claim, cooperates with Veeam's defense and Veeam has full control over the defense and settlement of any claim. Veeam shall have no indemnification obligation for claims arising from: (a) Your use of the Services in a modified form or in combination with materials not furnished by Veeam where the infringement would not have occurred but for such modification or combination; (b) use of the Services in a manner contrary to the instructions given by Veeam or the terms of this Agreement; (c) any content, information, or data provided by You, users, or other third parties. If an infringement claim arises, Veeam may modify the Services, obtai 3 license to continue use, replace the Services with a non-infringing service, or terminate this Agreement with a pro rata refund. This indemnity is Your sole remedy for IP infringement claims related to the Services.

8. General Provisions

8.1. Fees. Fees are based on the Services and are payable to the selected authorized reseller as set forth in the order form. All fees are billed in advance and will include overage charges from the previous billing period. The fees are non-refundable except as required by law or otherwise set forth herein.

8.2. Termination & Suspension. Customer may terminate the subscription for cause if Veeam materially breaches its obligations hereunder, and such breach remains uncured for thirty (30) days' following written notice to Veeam. In case of material breach, Veeam will issue a pro rata refund for any prepaid but unused Services corresponding to the period remaining after the effective date of termination. Veeam may also terminate or suspend the subscription for cause, including but not limited to breach of the Agreement, non-payment, or violation of the usage terms, provided that Customer has been given thirty (30) days to cure such breach. Upon termination, You will not have regular access to the Services. Customer shall pay any and all fees due at the time of termination.

8.3. Data Availability and Retrieval. During the term of this Agreement, You may perform restore operations, including standard data export and download, at any time at no additional charge in accordance with this Agreement and Veeam's Fair Use Policy. Except as otherwise provided in Annex 1, self-service migration or copy of Your entire dataset outside of the Services is not permitted; however, where technically supported by the applicable product, You may request an assisted data copy from Veeam at any time, which will be billed based on the volume of data extracted.

Upon termination, Your regular access to the Services ends, and You will have thirty (30) days to request an assisted data copy, after which all data will be permanently deleted unless retention is required by applicable law. Please note that customer-initiated restore operations may not be available during this period, as an active subscription is required for licensed restore functionality. You may resume full access at any time within this period by bringing Your account current and ensuring Your workloads are covered by a valid subscription. Veeam will assist with data copy upon request and payment of applicable service charges.

8.4. Confidentiality. Each party agrees to maintain the confidentiality of all information disclosed by the other party in relation to the provision and use of the Services, on the condition that it is designated or marked as confidential ("**Confidential Information**"). Confidential Information shall be used solely to fulfill obligations under this Agreement and protected with no less diligence than that used for one's own confidential information, but no less than reasonable care. This excludes information which is publicly known, received from third parties without breach, or independently developed. If legally compelled to disclose Confidential Information, the receiving party must notify the disclosing party promptly and cooperate with any effort to contest the disclosure. Upon termination of this Agreement, Confidential Information must be returned or destroyed as directed by the disclosing party.

8.5. Modifications and Updates. Veeam reserves the right to modify this Agreement at any time upon reasonable notice to You. Changes will become effective no less than thirty (30) days after they are posted. Continued use of the Services under this Agreement after such changes shall constitute Your consent to such changes. Notwithstanding the foregoing, Veeam shall not modify or restrict any rights or obligations relating to data access, portability, interoperability, or switching under Annex 1 except as required by applicable law.

8.6. Intellectual Property. Veeam retains all rights, title, and interest in the Services, including all intellectual property rights inherent therein. No rights are granted to the Customer other than as expressly set forth in this Agreement.

8.7. Export Control. The parties will comply with all applicable export or import regulations and trade sanctions imposed by various countries, including the U.S., E.U., U.K., and U.N. Customer confirms that it is not included on any sanctions-related list of designated persons and is not organized under the laws of, resides in, or is controlled by any country or region subject to comprehensive sanctions or embargoes (currently, Belarus, Cuba, Iran, North Korea, Russia, Syria, and the Crimea, Donetsk, Kherson, Luhansk, and Zaporizhzhia regions of Ukraine). Without limiting the foregoing, Customer agrees that it will not export, re-export, or otherwise transmit the Service: (i) to any country or region subject to an embargo or comprehensive trade sanctions; (ii) to any individual or entity identified on any restricted party lists (including the Consolidated Sanctions, Specially Designated Nationals, Denied Persons, Entity, or Unverified Lists); or (iii) to any end user with knowledge or reason to know that the Service will be used for any unlawful purpose. Veeam reserves the right to block access to the Services for violations of this clause without prior notice.

8.8. AI Services. Veeam may offer generative artificial intelligence ("GenAI") based tools to Customer for their use (the "AI Services"). Veeam shall not use Customer-Provided Data and shall not permit any third party to use Customer-Provided Data to train any GenAI models without the Customer's prior explicit consent. Customer retains all rights to and ownership of Customer-Provided Data contained in or processed by AI Services, including such data in AI inputs and AI outputs. Customer acknowledges and agrees to Veeam's AI Terms of Use. Veeam may process and index Customer-Provided Data for providing the Services to Customer including, but not limited to, search, semantic retrieval, encryption detection, data classification, anomaly detection, and optimization of backup/restoration processes, employing both statistical methods and targeted AI/ML models.

9. Data Use and Privacy

9.1. Personal Data as a part of Customer-Provided Data. Where Veeam processes Personal Data (as this term is defined in the Veeam Data Processing Addendum ("Veeam DPA")) that is part of Customer-Provided Data, all such Personal Data is processed in accordance with the Veeam DPA. Veeam will implement appropriate technical and organizational measures to ensure the confidentiality, integrity, and security of Personal Data in compliance with applicable data protection laws, including the GDPR.

9.2. Data Ownership and Use. Customer retains all rights to Customer-Provided Data.

9.3. Data Accessibility. Customer acknowledges that Customer-Provided Data may become inaccessible under various circumstances, including but not limited to: (a) incomplete initial backup and replication processes undertaken by the Customer, (b) deletion of Customer-Provided Data without subsequent restoration according to the Customer's data retention policies, (c) selection of improper retention policies within the Services, (d) failure of the customer's IT environment to establish a secure connection with Veeam's servers or network, (e) if Customer fails to follow Veeam's technical requirements and Documentation for utilizing the Services, or failing to periodically test Customer's backups and restores, or ensure that Customer-Provided Data is protected and not otherwise corrupted.

9.4. Diagnostics and Feedback. Customer agrees that Veeam may collect and use technical data, system diagnostics, customer feedback, and usage information gathered as part of the Services offerings to maintain, improve, and enhance the Services. Such data shall not contain Customer-Provided Data. 3

9.5. Business Associate Addendum. To the extent Veeam creates, receives, maintains, transmits, uses, or discloses Protected Health Information ("PHI") on behalf of Customer in a manner that causes Veeam to qualify as a "Business Associate" and Customer to qualify as a "Covered Entity" or "Business Associate," each as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("HIPAA"), the Veeam Business Associate Addendum ("BAA"), is hereby incorporated into and forms part of this Agreement by reference solely to the extent required by HIPAA. The BAA shall apply only with respect to the applicable Services involving PHI and shall not otherwise expand the scope of Veeam's obligations or Customer's permitted use of the Services. In the event of a conflict between the BAA and this Agreement, the BAA shall control solely with respect to the subject matter required by HIPAA.

10. Force Majeure

Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement to the extent caused by circumstances beyond the reasonable control of the Party including (without limitation) pandemics, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, internet service provider failures or delays, denial of services attacks or other similar causes, war, terrorism, governmental action, labor conditions, earthquakes, volcanic eruptions or material shortages.

11. Governing Law

You agree that the laws of the State of New York, USA, shall apply to any dispute arising from or in connection with this Agreement without regard to its conflict of law principles and excluding the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. You further agree that the federal or state courts located in New York County, New York, USA, will be the exclusive jurisdiction.

Annex 1. EU Data Act to Veeam Data Cloud Service Agreement

This Annex applies solely to Customers to whom Regulation (EU) 2023/2854 ("EU Data Act") applies, and only to the extent the Services qualify as data processing services under Article 2(8) of the EU Data Act.

1. Switching and Retrieval. Upon two (2) months' prior written notice (or such longer period as Customer may elect), Customer may request: (a) the retrieval of Customer-Provided Data for transfer to another data processing service provider; (b) the retrieval of Customer-Provided Data for porting to Customer's own information and communication technology infrastructure; and/or
(c) the deletion of remaining Customer-Provided Data following completion of the switching process or termination or expiration of the applicable Services, in each case only to the extent required by applicable law.

2. Assistance with Switching. Following such notice, Veeam will provide commercially reasonable assistance necessary to enable Customer to retrieve its Customer-Provided Data during a transition and retrieval period only to the extent required by applicable law. For the avoidance of doubt, Veeam's obligation under this Annex is limited to making such Customer-Provided Data available back to Customer in that same original backed-up format, and does not include any obligation to convert, transform, reformat, reconstruct, enrich, or otherwise adapt such Customer-Provided Data into any different or separate format. Veeam is not obligated to perform the migration on Customer's behalf, except to the extent required by applicable law. Notwithstanding anything to the contrary, Veeam may apply reasonable and proportionate limitations, controls, and technical safeguards during the switching process where necessary to protect the security, integrity, availability, or stable operation of the Services or other customers' environments, to prevent material technical or cybersecurity risks, or to protect against unauthorized access to data, systems, or infrastructure, provided that such measures are consistent with applicable law and do not intentionally impede the switching process.

3. Transition Period. Veeam will provide the assistance described in Section 2 within the maximum timeframes required by applicable law. If completion within the otherwise applicable period is technically infeasible, Veeam may extend the switching period to the maximum extent permitted by applicable law, provided that Veeam gives Customer the required notice. Following the end of the applicable retrieval period, Veeam may delete the relevant Customer-Provided Data in accordance with this Agreement and applicable law.

4. Charges. Veeam may impose switching charges to the extent and during the period permitted by applicable law. To the extent permitted by applicable law, Veeam may also charge, or pass through, direct and demonstrable costs for: (a) data egress in parallel use or multi-cloud deployment scenarios; and (b) non-standard or extraordinary professional services not required to satisfy mandatory switching obligations under applicable law. For the avoidance of doubt, nothing in this Annex limits or waives Customer's obligation to pay all fees due under this Agreement, including committed

subscription fees for the full applicable Subscription Term. Such fees are separate from, and shall not be considered, switching charges under the EU Data Act.

5. No Expansion of Rights. Nothing in this Annex grants Customer any rights, remedies, or access beyond those expressly required by applicable law with respect to the Services, or requires Veeam to disclose its intellectual property, trade secrets, confidential information, or internal operational data except to the extent required by applicable law and subject to applicable safeguards.

6. Order of Precedence. In the event of a conflict between this Annex and the remainder of this Agreement, this Annex shall control solely to the extent necessary to satisfy mandatory obligations applicable to the Services under the EU Data Act, and only with respect to the subject matter of this Annex.

Annex 2. Bring Your Own Key

This Annex is applicable only in the event Customer has elected to utilize Customer-managed encryption keys for the encryption of Customer-Provided Data processed as part of the Services ("BYOK"). This section sets forth the specific terms, risks, and responsibilities associated with Customer's optional use of BYOK.

1. Full Lifecycle Management. Customer is solely responsible for the entire lifecycle of any encryption key, key encryption key (KEK), or cryptographic secret controlled by Customer, including keys managed in a Customer-controlled Key Management Service ("KMS"), which is defined as "Customer-Managed Keys", including generation, storage, security, rotation, revocation, and availability.

2. Key Retention for Historical Data. Customer understands that data backed up, archived or otherwise processed prior to a key rotation event requires the original Customer-Managed Key for decryption. Customer must strictly maintain valid access to all historical keys necessary to decrypt historical data retention points.

3. Connectivity. Customer is responsible for configuring and maintaining stable connectivity and permissions between its KMS and the Services.

4. Risk of Services Unavailability and Permanent Data Loss. Customer expressly acknowledges that Veeam does not possess, escrow, back up, or otherwise control the Customer-Managed Keys. If Customer-Managed Key is lost, corrupted, deleted, revoked, or otherwise becomes inaccessible for the software used for the provision of the Services for any reason, VEEAM WILL NOT BE ABLE TO PROVIDE THE SERVICES IN ACCORDANCE WITH THE DOCUMENTATION, MEANING THAT VEEAM WILL NOT BE ABLE TO ACCESS, DECRYPT, RESTORE, OR RETRIEVE THE ASSOCIATED CUSTOMER-PROVIDED DATA. THE DATA ENCRYPTED WITH SUCH A KEY WILL BE RENDERED PERMANENTLY IRRETRIEVABLE. SUCH DATA LOSS SHALL BE DEEMED A CUSTOMER-INITIATED DELETION.

5. BYOK SLA and Warranty Exclusions. Any downtime, restore failure, error, or service unavailability caused by or related to (i) unavailability of Customer-Managed Keys, (ii) Customer's KMS (including connectivity issues), or (iii) Customer's mismanagement of the same, shall be excluded from all SLA calculations and shall not be eligible for Service Credits.

6. Warranty Disclaimer. Veeam does not warrant that Customer-Provided Data encrypted using Customer-Managed Keys will be recoverable or that Veeam will be able to process such data in any

other manner if the underlying key is unavailable.

7. Limitation of Liability and Indemnity. To the maximum extent permitted by applicable law, Veeam shall have no liability for any interruptions of Services, data loss, business interruption, or damages resulting from the unavailability, loss, or corruption of Customer-Managed Keys. Veeam's indemnification obligations under the Agreement do not apply to any claims to the extent they arise from Customer's use, management, or revocation of Customer-Managed Keys.

8. Post-Termination. Upon termination or expiration of the Agreement, Customer acknowledges that Veeam has no ability to assist with data extraction or transition services if the requisite Customer-Managed Keys are not valid and accessible.

Annex 3. Microsoft 365 Backup Storage

This Annex applies only if and to the extent Customer has selected or purchased a subscription option for the Services that uses, relies on, or incorporates Microsoft 365 Backup Storage (or any successor functionality provided by Microsoft) as part of the applicable service offering. For the avoidance of doubt, this Annex does not apply to any subscription option that does not use, rely on, or incorporate Microsoft 365 Backup Storage.

1. Third-Party Platform Dependency. Customer acknowledges that the subscription option for the Services selected or purchased by Customer may use, rely on, or incorporate Microsoft 365 Backup Storage, which is a third-party platform not owned or controlled by Veeam.

2. Responsibility and Control. Veeam does not control the operation, availability, or performance of Microsoft 365 Backup Storage. Accordingly, Veeam shall not be responsible for:
(a) any failure, disruption, or degradation of the Microsoft 365 Backup Storage platform;
(b) any data loss, unavailability, or delay caused by such platform;
(c) any acts or omissions of Microsoft as the provider of such platform.

3. SLA Interaction. Any downtime, performance degradation, or service interruption attributable to Microsoft 365 Backup Storage shall be excluded from SLA calculations and shall not qualify for Service Credits.

4. Warranty Limitations. Any warranties provided under this Agreement shall not apply to any failure, error, or non-conformity of the Services to the extent caused by Microsoft 365 Backup Storage.

5. Limitation of Remedies. Where any issue with the Services is attributable to Microsoft 365 Backup Storage, Veeam's obligations shall be limited to commercially reasonable efforts to provide a workaround or mitigation, without obligation to remediate issues originating from Microsoft 365 Backup Storage.

6. Limitation of Liability. To the maximum extent permitted by applicable law, Veeam shall not be liable for any losses, damages, service interruptions, or data unavailability arising from or related to Microsoft 365 Backup Storage.

7. Service Characteristics. Notwithstanding Section 3.6 of the Agreement, Customer acknowledges that backup frequency, data accessibility, restore capabilities, and overall service performance may be

affected by the technical limitations, configurations, and operational parameters of Microsoft 365 Backup Storage.

Annex 4. Veeam Intelligent ResOps

This Annex applies only if and to the extent Customer has purchased a subscription to Veeam Intelligent ResOps ("iResOps") as an add-on to its Veeam Data Cloud for Microsoft 365 subscription, as set forth in the order form. Capitalized terms used but not defined in this Annex have the meanings given in the Agreement.

1. Definitions.

(a) "iResOps" means the functionality of the Services that copies, scans, classifies, and analyzes Selected Data and generates Derived Data and Results, as described in the Documentation.

(b) "Selected Data" means the Microsoft 365 production data that Customer selects for processing by iResOps. Selected Data and Customer-Provided Data are separate, and neither includes the other.

(c) "Derived Data" means the indexes, classifications, metadata, logs, and other technical or derivati 3 data generated by iResOps from Selected Data.

(d) "Results" means the customer-facing outputs of iResOps, including dashboards, reports, alerts, findings, scores, and recommendations.

(e) "Target Tenant" means the dedicated AWS cloud tenant operated by or on behalf of Veeam, located in the region selected by Customer during iResOps deployment from the regions made available by Veeam.

2. Scope and Dependency. iResOps is not a standalone service and requires an active Veeam Data Cloud for Microsoft 365 subscription covering the relevant Microsoft 365 workload. Customer is solely responsible for its selection of Selected Data. iResOps copies Selected Data to the Target Tenant for processing as described in the Documentation.

3. Not a Backup Service. iResOps does not create or maintain backup copies and is not a substitute for backup, disaster recovery, archiving, legal hold, or records retention. The copy of Selected Data in the Target Tenant is a transient working copy used solely to generate Derived Data and Results and is not a backup. Any restore capability offered in connection with Results is performed through Customer's Veeam Data Cloud for Microsoft 365 subscription and remains subject to the Agreement.

4. Data Processing. Veeam processes Selected Data, Derived Data, and Results solely to provide iResOps and its features. Selected Data is processed only temporarily; Derived Data and Results are retained as set out in Section 9. Personal Data contained in Selected Data, Derived Data, and Results is processed in accordance with the Veeam DPA, and this Annex constitutes Customer's documented instructions for the purposes of Section 2.1.1 of the Veeam DPA for such processing.

5. Lawful Use. Customer is responsible for ensuring that it has provided all notices, and has obtained and will maintain all rights, legal bases, consents, authorizations, and works council or employee-representative approvals, required under applicable law, including employment and data protection laws, for Veeam to copy, classify, and analyze Selected Data through iResOps, including communications of Customer's employees and other individuals. Customer further represents and

warrants that (a) the Selected Data and its collection, provision, and retention comply and will continue to comply with applicable law, including laws governing data retention, deletion, and minimization; and (b) the Selected Data does not and will not contain any malware, viruses, or other malicious code, or any unlawful, infringing, or otherwise prohibited content, and its processing by Veeam as contemplated herein will not cause Veeam to violate applicable law or harm Veeam's systems, other customers, or reputation.

6. AI Models. iResOps may use AI models to classify and analyze Selected Data. Veeam shall not use Selected Data, Derived Data, or Results to train GenAI models without the Customer's prior explicit consent. Veeam may update the models and classification logic used by iResOps from time to time, which may change Results, including for previously analyzed Selected Data.

7. Results; No Reliance. Customer retains all rights to Selected Data. As between the parties, Customer owns the Results, excluding the Services, models, classification logic, and any other Veeam intellectual property used to generate or present Results. Results are generated automatically, reflect Selected Data only as of the most recent copy processed by iResOps, and are provided for Customer's information only; they do not constitute legal, compliance, or other professional advice. Notwithstanding Section 5.1 of the Agreement, Veeam does not warrant that Results will be complete, accurate, current, or error-free, or that iResOps will identify all data of a given category. Customer is solely responsible for reviewing Results and for any decision or action taken on the basis of Results, including its legal, compliance, privacy, security, and records-management determinations.

8. Restricted Use. Customer shall not use iResOps or Results in any manner that would cause iResO 3 to be used as, or to qualify as, a high-risk AI system under applicable law.

9. Data Retention and Deletion. Selected Data copied to the Target Tenant is deleted once processed. Derived Data and Results are retained for the duration of the iResOps subscription term, as described in the Documentation. Upon expiration or termination of the iResOps subscription, Veeam will disable access to iResOps and delete any remaining Selected Data, Derived Data, and Results within thirty (30) days, except as required by applicable law or for copies held in routine backups until deleted in the ordinary course. Customer is responsible for exporting any Results it wishes to keep before expiration or termination, to the extent supported by the Documentation. Veeam may retain and use technical data, diagnostics, and usage information in accordance with Section 9.4 of the Agreement.

10. Service Levels. iResOps is not subject to the Operational Time commitment or Service Credits under Section 3 of the Agreement. Scanning coverage, and the available frequency options, are as described in the Documentation; Customer is responsible for the frequency it configures.

11. Limitation of Liability. Section 6 of the Agreement applies to iResOps. In addition, and notwithstanding anything to the contrary in the Agreement, Veeam's total aggregate liability arising out of or relating to iResOps, Derived Data, or Results shall not exceed the fees paid or payable for the iResOps subscription in the twelve (12) months preceding the first event giving rise to such liability. This limitation is a sub-limit within, and not in addition to, the limitation set forth in Section 6.1 of the Agreement, and any amounts paid by Veeam in respect of such liability shall count toward and reduce the limitation set forth in Section 6.1.

12. Term and Fees. Unless the order form provides otherwise, the iResOps subscription is coterminous with Customer's Veeam Data Cloud for Microsoft 365 subscription and ends automatically when that subscription ends. Expiration or termination of the iResOps subscription does not affect Customer's Veeam Data Cloud for Microsoft 365 subscription. Fees for iResOps are governed by Section 8.1 of the Agreement.

13. Order of Precedence. In the event of a conflict between this Annex and the remainder of the Agreement, this Annex shall control solely with respect to iResOps.

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