ConnectWise Cloud Backup & SAAS Security Data Processing Addendum

Last updated: June 30, 2025

This ConnectWise Cloud Backup & ConnectWise SAAS Security Data Processing Addendum (the "**DPA**") is entered into between the customer ("**Customer**") and ConnectWise S-K, LLC, if Customer is based in the United States of America or ConnectWise S-K B.V. if the Customer is located outside the United States of America (each "**ConnectWise**"). This DPA amends and forms a material part of the Agreement, pursuant to which Customer has obtained the right to use one or more Services.

1. DEFINITIONS AND BACKGROUND

1.1. **Definitions.** Capitalized terms used but not defined herein or in **Attachment 1** to this DPA will have the meanings set forth in the Terms and Conditions.

1.2. **Background**. Customer and ConnectWise acknowledge that Customer will be accessing the Services as a data "controller", or any similar designation by Data Protection Law, for its own purposes. ConnectWise will be the data "processor", or any similar designation by Data Protection Law, for Customer with respect to the Customer Data.

2. DATA PROCESSING AND PROTECTION

2.1. **Limitations on Use.** ConnectWise will Process Personal Data only: (a) in a manner consistent with documented instructions from Customer, which will include Processing (i) to provide the Services, (ii) as authorized or permitted under the Agreement, including, where applicable, as specified in **Attachment 3** to this DPA, and (iii) consistent with other reasonable documented instructions of Customer; and (b) where allowed under Data Protection Law as required by applicable law, provided that ConnectWise will inform Customer (unless prohibited by such applicable law) of the applicable legal requirement before Processing pursuant to such applicable law.

2.2. **Customer Obligations**. Customer will not instruct ConnectWise to perform any Processing of Personal Data that violates any Data Protection Law. Customer represents and warrants that (i) any Personal Data provided to ConnectWise is collected or otherwise Processed by Customer in accordance with Data Protection Law; (ii) any Processing of Personal Data by ConnectWise performed in accordance with the Agreement does not and will not violate any Data Protection Law; and (iii) all individuals whose Personal Data is

Processed by ConnectWise have been notified of ConnectWise's data Processing pursuant to the Services and as detailed in this DPA. ConnectWise may suspend Processing based upon any Customer instructions that ConnectWise reasonably suspects violate Data Protection Law. ConnectWise shall inform Customer if, in ConnectWise's opinion, instructions given by the Customer infringe Data Protection Law. Customer is solely responsible for the accuracy, quality, and legality of the Personal Data and the means by which Customer acquired the Personal Data. Customer specifically acknowledges and agrees that its use of the Services will not violate the rights of any Data Subject, including those that have opted-out from sales or other disclosures of Personal Data, to the extent applicable under Data Protection Law.

2.3. **Confidentiality.** ConnectWise will ensure that any persons authorized by ConnectWise to Process any Personal Data are subject to and have committed themselves to appropriate confidentiality obligations.

2.4. **Security.** ConnectWise will protect Personal Data in accordance with requirements under Data Protection Law, including by implementing appropriate administrative, physical, technical and organizational safeguards as set out in **Attachment 4** to this DPA to (a) avoid accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed unauthorized or unlawful Processing of Personal Data and accidental loss, destruction of or damage to Personal Data; and (b) ensure the security of Personal Data appropriate to the risk of ConnectWise's Processing under the Agreement. This in accordance with industry best practices and industry-recognized standards.

3. RETURN OR DELETION.

Upon any expiration or termination of the Agreement for any reason, and/or after the end of the provision of the Services: (a) ConnectWise will delete all Personal Data, unless (i) instructed otherwise by Customer (directly or via the ConnectWise Partner), or (ii) any law to which ConnectWise is subject requires the continued storage of such Personal Data by ConnectWise in accordance with Data Protection Law; (b) ConnectWise reserves the right to delete all Personal Data retrieved or received by ConnectWise, including, but not limited to, Personal Data in the Platform, in connection with a Cloud Backup Order; and (c) Personal Data retrieved or received by ConnectWise in connection with a SAAS Security Order is retained only while there is an active connection to Customer's environment, and automatically deleted and purged when the connection to the applicable Provider Offering is removed.

Except in the case of Personal Data retrieved or received in connection with SAAS Security, ConnectWise will use commercially reasonable efforts to inform Customer (directly or via

the ConnectWise Partner) prior to deleting Personal Data by means of a banner in the Customer Self-Service portal or via other channels.

Except in the case of Personal Data retrieved or received in connection with SAAS Security, ConnectWise provides automation by which Customer (via the ConnectWise Partner) can return data to an alternate location in the source environment.

Notwithstanding the foregoing, ConnectWise may retain Personal Data pursuant to a lawful subpoena or court order.

4. DATA PROCESSING ASSISTANCE

4.1. **Data Subject's Rights Assistance.** Taking into account the nature of the Processing of Personal Data by ConnectWise under the Agreement, ConnectWise will provide reasonable assistance to Customer by appropriate technical and organizational measures, insofar as possible and as necessary, for the fulfilment of the obligations of Customer to respond to requests for exercising Data Subject's rights under Data Protection Law with respect to Personal Data solely to the extent Customer does not have the ability to address such Data Subject request without such assistance.

4.2. **Data Protection Impact Assessment Assistance**. Taking into account the nature of ConnectWise's Processing of Personal Data and the information available to ConnectWise, ConnectWise will provide reasonable assistance to Customer if required for Customer to comply with data protection impact assessment and consultation obligations (or similar obligations) as may be required by Data Protection Law in connection with ConnectWise's Processing of Personal Data under the Agreement.

4.3. **Personal Data Breach Notice and Assistance.** ConnectWise will notify Customer (directly or via the ConnectWise Partner) without undue delay after becoming aware of a Personal Data Breach. Taking into account the nature of Processing and the information available to ConnectWise, ConnectWise will provide reasonable assistance to Customer as may be necessary for Customer to satisfy any notification obligations required under Data Protection Law related to any Personal Data Breach. Customer, however, has the sole right and obligation to determine whether, at its sole cost and expense, to provide notice of the Personal Data Breach to any affected Data Subjects, regulators, law enforcement agencies, third parties or others, including whether to offer any type of remedy to affected Data Subjects

5. AUDITS.

At least at two yearly intervals, ConnectWise shall make available to Customer a written audit report demonstrating the former's compliance with the Data Protection Law and this DPA. If an audit report submitted by ConnectWise in accordance with the above in

Customer's opinion – acting reasonably – is insufficient to demonstrate compliance with the Data Protection Law and this DPA, ConnectWise shall permit Customer or an independent, qualified third party appointed by Customer (each an "**Auditing Entity**"), subject to reasonable prior written notice of at least sixty (60) business days, to access to its premises, computer and other information systems, records, documents and agreements as reasonably required by the Auditing Entity to check that ConnectWise is complying with its obligations under the Data Protection Law and this DPA. Any review in accordance with this paragraph 5 (i) shall not take place more than once in every twelve (12) month period and may not exceed 5 days; and (ii) shall not require the review of any third-party (including other ConnectWise customers) data or the confidential information of ConnectWise. Prior to a review, the Auditing Entity shall enter into such (additional) confidentiality obligations with ConnectWise as may be reasonably necessary to respect the confidentiality of ConnectWise's business interests and the rights and interests of any affected third parties. The Auditing Entity shall perform any audit during normal business hours only, and shall take due care during the audit not to disturb ConnectWise's business operations and operational workflows. In the event that the audit leads to a delay in the provision of the Services, Customer and ConnectWise will enter into discussions to resolve the matter as soon as possible. ConnectWise's costs relating to any audit by an Auditing Entity shall be borne by Customer. The foregoing limitations do not apply where applicable Data Protection Law prohibits this, if Customer requests an audit following a Personal Data Breach caused by an act or omission from ConnectWise, or to audits required or undertaken by a competent authority or pursuant to an enforceable court order.

6. SUBPROCESSORS

Customer authorizes ConnectWise to use subcontractors to Process Personal Data in connection with the provision of Services to Customer ("**Subprocessor**"). As of the effective date of this DPA, the current list of Subprocessors is specified in **Attachment 3**. ConnectWise will provide Customer (directly or via the ConnectWise Partner) with notice of any intended changes concerning the addition or replacement of its Subprocessors, and provide Customer with the opportunity to object to such changes. If Customer does not object within thirty (30) days, Customer is deemed to have consented to the proposed addition or replacement. If Customer objects to any Subprocessor, ConnectWise may terminate the Agreement immediately upon notice to Customer without liability. ConnectWise will impose data protection obligations upon any Subprocessor that are no less protective than those included in this DPA and ConnectWise shall remain liable to Customer for any breach of the obligations in this DPA by a Subprocessor in accordance with the relevant provisions in the Terms and Conditions.

7. DATA TRANSFERS

ConnectWise will abide by the requirements of Data Protection Law (if any) regarding the cross-border transfer of Personal Data, including entering into such additional contractual arrangements or taking such additional measures as may be required by Data Protection Law. If Customer is based outside the United States of America, the EEA (as defined below), and Switzerland, the SCCs (Module 4; processor-to-controller) apply. The governing law to the SCCs is Dutch law and the competent court is the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters ("Netherlands Commercial Court" or "NCC District Court"), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC District Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters ("Netherlands Commercial Court of Appeal" or "NCCA"). The NCC Rules of Procedure apply. Clause 7 and the optional language of clause 11a of the SCCs do not apply. The information for Annex IA of the SCCs is set out in the Agreement (i.e. the Parties). The information for Annex IB of the SCCs, is set out in **Attachment 3**.

In addition, ConnectWise LLC has certified compliance under the Data Privacy Framework and the Data Privacy Framework Principles, and the commitments they entail. Customer authorizes ConnectWise to provide a summary or a representative copy of the relevant privacy provisions of this DPA to the competent authority if requested.

8. MISCELLANEOUS

8.1. **Customer Affiliates**. To the extent ConnectWise Processes Personal Data on behalf of Customer's Affiliates, Customer enters into this DPA on behalf of itself and as agent for its Affiliates, and references to Customer under this DPA shall include Customer and its Affiliates; provided however that the Customer is the sole entity that may enforce this DPA on its own behalf and on behalf of its Affiliates.

8.2. **General**. This DPA forms part of the Agreement. The terms and provisions of the Agreement remain unchanged and in full force and effect. Except as otherwise stated herein, the Terms and Conditions apply to this DPA, including without limitation, any clauses set forth in the Terms and Conditions pertaining to limitation of liability. This DPA will automatically terminate upon the termination or expiration of the Agreement except as otherwise stated herein. ConnectWise may from time to time amend this DPA in accordance with clause 13.10 of the Terms and Conditions, unless and to the extent applicable law requires otherwise. This DPA shall be governed by and construed in

accordance with the laws applicable to the Terms and Conditions. All disputes that may arise out of or in connection with this DPA, or with any agreement, document, or instrument entered into pursuant hereto or in furtherance hereof, shall be brought exclusively before the competent court according to the Terms and Conditions.

8.3. **Execution**. This DPA will be executed electronically as part of the Terms and Conditions. This DPA will be effective as of the date that Customer accepts (directly or via the ConnectWise Partner) the Terms and Conditions.

LOCAL PROVISIONS NORTH AMERICA

9. **United States.** If the Customer is based in the United States, the following applies in addition to the remainder of this DPA:

9.1 This DPA is with ConnectWise S-K, LLC.

9.2 **Terms**. The following capitalized terms have the meanings set forth below:

9.2.1 "**Business Purpose**", "**Sell**", and "**Service Provider**" have the definitions ascribed to them in the CCPA.

9.2.2 "**CCPA**" means the California Consumer Privacy Act of 2018, as may be amended or replaced from time to time, and any regulations implementing the foregoing.

9.2.3 "**Personal Data**" means any data that ConnectWise Processes via the Services on behalf of Customer that relates to a Data Subject, including, but not limited to, any information that meets the definition of "personal information" under the CCPA.

9.2.4 "**Share**" means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Data to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration.

9.3 **CCPA Requirements**. The Parties acknowledge and agree that, to the extent Personal Data contains any data regulated by the CCPA, the applicable Business Purposes are the Services described in the Agreement, including this DPA (collectively, the "**Specified Business Purpose**") and ConnectWise certifies, as a Service Provider to Customer, that it understands, and will comply with, the applicable restrictions set forth in the CCPA and that:

9.3.1 ConnectWise shall Process all Personal Data on behalf of Customer only;

9.3.2 ConnectWise is prohibited from retaining, using, or disclosing Personal Data for any purpose other than for the Specified Business Purpose, including, without limitation, from

retaining, using, or disclosing such Personal Data (A) for a purpose other than the Specified Business Purpose, or (B) outside of the direct business relationship between the relevant Data Subject and the Customer (and ConnectWise on behalf of Customer);

9.3.3 ConnectWise shall not further collect, use, or disclose Personal Data except as necessary to provide the Services;

9.3.4 ConnectWise shall not Sell or Share the Personal Data for any reason;

9.3.5 ConnectWise shall not, unless otherwise explicitly permitted by applicable law, combine Personal Data with other personally identifiable information it (A) receives from or on behalf of another person or third party, or (B) collects from its own interactions with the applicable Data Subject;

9.3.6 ConnectWise shall notify Customer as soon as practical if ConnectWise determines it can no longer meet any of its obligations under this clause 13.2;

9.3.7 If Customer believes ConnectWise is collecting, using, Processing, or sharing Personal Data in a manner inconsistent with the Agreement (an "**Unauthorized Use**"), then ConnectWise shall, upon receiving written or oral notice from Customer, cease all collection, use, Processing, or sharing of Customer Data as soon as practical; and

9.3.8 ConnectWise shall provide Customer with reasonable assistance and work with Customer in good faith in order to fully resolve and remediate the Unauthorized Use.

10. **Canada.** If the Customer is based in Canada, the following applies in addition to the remainder of this DPA:

10.1 This DPA is with ConnectWise S-K B.V.

10.2 **"Data Protection Law"** shall be taken to include, where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction.

10.3 The Customer shall, in accordance with Data Protection Law, give any required notices and obtain any required consents from Data Subjects, including any such notice or consent required for the cross-border transfer of Personal Data for Processing.

10.4 The Customer will provide ConnectWise with all the guidance and reasonable assistance needed for ConnectWise to meet its obligations under Data Protection Law.

10.5 ConnectWise may disclose or provide access to Personal Data to a Canadian enforcement, surveillance, other governmental authority, court or tribunal (each a **"Competent Authority"**) if it is subject to a request to disclose or provide access to Personal Data by a Competent Authority.

LOCAL PROVISIONS EU/EEA, UK & SWITZERLAND

11. **European Union / European Economic Area** ("**EEA**"). If the Customer is based in the European Union or the EEA, the following applies in addition to the remainder of this DPA:

11.1 This DPA is with ConnectWise S-K B.V.

11.2 Personal Data may be transferred to, and stored and Processed by, Subprocessors located outside the EEA. Any Personal Data transferred from ConnectWise to a Subprocessor located outside the EEA shall be governed by the SCCs (Module 3; processor-to-processor), executed between ConnectWise and the relevant Subprocessor, unless the Subprocessor is established in a country for which the European Commission adopted an adequacy decision.

11.3 If there is any conflict between the terms of any SCCs or other contractual arrangements required by Data Protection Law, as the case may be, in force under this DPA and any terms of this DPA (or other terms and conditions as may be imposed from time to time), the terms of the SCCs or the other contractual arrangements required by Data Protection Law shall prevail.

12. **United Kingdom.** If the Customer is based in the United Kingdom, then the following applies in addition to the remainder of this DPA:

12.1 This DPA is with ConnectWise S-K B.V.

12.2 "Personal Data" will be taken to include Business Contact Data.

12.3 Personal Data may be transferred to, and stored and Processed by, Subprocessors located outside the United Kingdom. Any Personal Data transferred from ConnectWise to a Subprocessor located outside the United Kingdom shall be governed by the SCCs (Module 3; processor-to-processor) as amended by the United Kingdom's International Data Transfer Addendum to the European Commission's standard Contractual Clauses (or any replacement international data transfer agreement adopted by the UK Government from time to time) (the "**UK SCCs**"), entered between ConnectWise and the relevant Subprocessor, as a data importer, unless the Subprocessor is established in a country for which the United Kingdom adopted an adequacy decision.

13. **Switzerland**. If Swiss data protection law applies to the processing of personal data by ConnectWise, the following applies in addition to the remainder of this DPA:

13.1 This DPA is with ConnectWise S-K B.V.

13.2 Personal Data may be transferred to, and stored and processed by Subprocessors located outside Switzerland. Any Personal Data transferred from ConnectWise to a

Subprocessor located outside Switzerland shall be governed by the Standard Contractual Clauses adopted pursuant to SCCs (Module 3; processor-to-processor), taking into account the necessary measures and contractual modifications from the perspective of Swiss law according to the current state of doctrine and practice, entered between ConnectWise and the relevant Subprocessor, unless the Subprocessor is established a country for which Switzerland adopted an adequacy decision.

13.3 The notice period for audits in section 5 of this DPA shall be replaced by a notice period of ten (10) business days. Until the entry into force of the revised Swiss data protection law, data of legal persons are also considered Personal Data within the meaning of this DPA.

LOCAL PROVISIONS ASIA-PACIFIC & SOUTH AFRICA

14. **Australia.** If the Customer is based in Australia, the following applies in addition to the remainder of this DPA:

14.1 This DPA is with ConnectWise S-K B.V.

14.2 "Personal Data" will be taken to include Business Contact Data to the extent that it relates to a Data Subject.

14.3 Without prejudice to clause 4.3 of this DPA, Customer will notify ConnectWise without undue delay after becoming aware of a Personal Data Breach. Taking into account the nature of Processing and the information available to Customer, Customer will provide reasonable assistance to ConnectWise as may be necessary for ConnectWise to satisfy any assessment or notification obligations required under Data Protection Law related to any Personal Data Breach.

14.4 Customer will provide ConnectWise with all the guidance and reasonable assistance needed for ConnectWise to meet its obligations under Data Protection Law.

14.5 ConnectWise may disclose or provide access to Personal Data to an Australian enforcement, surveillance, other governmental authority, court or tribunal (each a "**Competent Authority**") if it is subject to a request to disclose or provide access to Personal Data by a Competent Authority.

14.6 Customer will cooperate with ConnectWise to provide any information which ConnectWise may reasonably request in order to assist ConnectWise comply with the Security of Critical Infrastructure Act 2018 (Cth) as amended from time to time.

15. **Japan.** If the Customer is based in Japan, the following applies in addition to the remainder of this DPA:

15.1 This DPA is with ConnectWise S-K B.V.

15.2 Personal Data may be transferred to, and stored and Processed by, Subprocessors located outside Japan in compliance with the Act on Protection of Personal Information ("**APPI**").

15.3 The Customer shall obtain consent from a Data Subject to transfer Personal Data to the United States in accordance with APPI.

15.4 If any of the technical and organizational security measures set out in **Attachment 4** is changed, ConnectWise shall inform Customer of the change(s) without undue delay.

15.5 With regard to clause 5 of this DPA, ConnectWise shall make available to Customer a written audit report demonstrating the former's compliance with the Data Protection Law and this DPA at yearly intervals.

16. **South Africa.** If the Customer is based in South Africa, the following applies in addition to the remainder of this DPA:

16.1 This DPA is with ConnectWise S-K B.V.

16.2. Definitions

16.2.1 "**Applicable Data Protection Laws**" means Protection of Personal Information Act, No. 4 of 2013, Electronic Communications and Transactions Act No. 25 of 2002, Promotion of Access to Information Act No. 2 of 2000, Regulation of Interception of Communications and Provision of Communication Related Information Act No. 70 of 2002, Consumer Protection Act No. 68 of 2008 and any regulations published under it read in conjunction with any other Applicable Laws as the case may be as well as any in-country equivalent legislation;

16.2.2 "**Data Subject**" means the Customer, and its customers, suppliers, subcontractors, subprocessors and employees;

16.2.3 "**Information Officer**" means the Customer's Information Officer;

16.2.4 "**Operator**" means ConnectWise S-K B.V. who processes Personal Information for the Customer in terms of this DPA, without coming under the direct authority of the Customer;

16.2.5 "**Personal Information**" means Personal Data, relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including;

16.2.6 "**Regulator**" means the Information Regulator who is the authority for enforcement as defined in Applicable Data Protection Laws;

16.2.7 "**Responsible Party**" means the Customer who, alone or in conjunction with others, determines the purpose of and means for processing Personal Data;

16.2.8 "**Special Personal Information**" means the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of the Data Subject; or the criminal behavior of a Data Subject to the extent that such information relates to:

- the alleged commission by a Data Subject of any offence; or

- any proceedings in respect of any offence allegedly committed by a Data Subject or the disposal of such proceedings.

16.3.   Processing of special personal information

16.3.1.   The Operator shall not Process the Special Personal Information of Data Subjects unless:

- Processing is carried out with the consent of the Data Subject;

- Processing is necessary for the defence of a right or obligation in law;

- Processing is for historical, statistical or research purposes which purpose serves as a public interest or it appears to be impossible to ask for consent;

- Information has deliberately been made public by the Data Subject; and

- The provisions of section 28 to 33 of POPIA have been complied with.

16.4.   Disclosure or processing required by law, regulation or court order

16.4.1.   In the event that Operator is required to disclose or Process any Personal Data of a Data Subject in terms of a legally binding request for disclosure or court order, Operator:

- will advise the Customer thereof prior to disclosure, if possible and legally permissible. If prior disclosure is not possible, the Operator shall advise the Customer immediately after such disclosure unless otherwise prohibited such as a prohibition in terms of criminal law to preserve confidentiality of an investigation by a law enforcement agency;

- will take such steps to limit the extent of the disclosure or Processing insofar as it reasonably practically and legally allowable;

- will afford the Customer a reasonable opportunity, if possible and legally permitted, to intervene in the proceedings; and

- will comply with the Customer's requests as to the manner and terms of any such disclosure or Processing, if possible and legally permitted.

16.5. Transfer of personal information

16.5.1.   ConnectWise shall ensure that no Personal Information of Data Subjects is transferred outside of the Republic of South Africa unless:

- the Customer provides its prior written consent to the transfer;

  - the recipient is subject to a law, code of conduct or contract which provides comparable protection for the Personal Information as the protections contained in this clause 16, including similar provisions relating to the further transfer of the Personal Information;

  - the transfer is necessary for the performance of a contract between the Data Subject and the Customer, or a contract between the Customer and Operator which is in the interest of the Data Subject; or

  - the transfer is for the benefit of the Data Subject and it is not reasonably practicable to obtain the consent of the Data Subject, and if it were reasonably practicable to obtain such consent, the Data Subject would be likely to give it.

***

Attachment 1: Definitions

For purposes of this DPA, the following terms will have the meaning ascribed below:

"**Affiliate**" means, as to any entity, any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity.

"**Control**" for the purposes of this clause will mean with respect to any person or entity, the right to exercise or cause the exercise of at least fifty per cent (50%) or more of the voting rights in such person or entity.

"**Agreement**" has the meaning ascribed to in the Terms and Conditions.

"**Business Contact Data**" means information relating to any individual that uses the Services on behalf of Customer, which may include name, email address and other contact information.

"**Data Protection Law**" means any and all privacy, security, or data protection laws and regulations that apply to the Processing of Personal Data by ConnectWise under the Agreement.

"**Data Privacy Framework**" means the EU-US Data Privacy Framework, the UK Extension to the EU-US Data Privacy Framework and the Swiss-US Data Privacy Framework as set forth by the US Department of Commerce.

"**Data Privacy Framework Principles**" means the Principles contained in the relevant Data Privacy Framework.

"**Data Subject**" means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**Personal Data**" means any data that ConnectWise Processes via the Services on behalf of Customer that relates to a Data Subject. Personal Data does not include Business Contact Data, unless Data Protection Law stipulates otherwise.

"**Personal Data Breach**" means (i) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data, or (ii) a data breach or similar event as defined by the relevant Data Protection Law.

"**Process**" or "**Processing**" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as

collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Services**" means the services provided by or on behalf of ConnectWise pursuant to the Agreement.

"**ConnectWise Partner**" means the service provider from whom the Customer has procured the Services.

"**SCCs**" means the standard contractual clauses as adopted pursuant to European Commission's decision (EU) 2021/914.

"**Terms and Conditions**" means the ConnectWise Cloud Backup and ConnectWise SAAS Security Terms and Conditions accessible at: https://www.connectwise.com/company/legal that apply to the Services and in which this DPA is referenced.

<p style="text-align:center">*******</p>