

## MASTER SERVICE PROVIDER AGREEMENT

THIS MASTER SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into by Acronis (defined below) and MSP (defined below). Acronis provides an e-commerce solution (the “**E-Commerce Solution**”) that allows companies to sign up to be master service providers of Acronis cloud products. The company that signed up to be a master service provider using the E-Commerce Solution is called the “**MSP**” in this Agreement. The “**Effective Date**” of this Agreement is the date that the MSP accepted these terms during the Sign Up (defined below)

If MSP’s principal address is:

- a. in the United States of America, then this Agreement is with Acronis, Inc., a Delaware corporation with a principal place of business located at 1 Van de Graaff Drive, Suite 301, Burlington, MA 01803 USA;
- b. In Germany, then this Agreement is with Acronis Germany GmbH, a German company with its principal place of business located at Landsberger Str. 110, 80339 Munich, Germany;
- c. in Eastern Asia (including Taiwan), Southeastern Asia (including the British Indian Ocean Territory and excluding the Democratic People’s Republic of Korea), Southern Asia (excluding Iran), or Oceania, as defined in the United Nations Standard Country or Area Codes for Statistical Use on January 23, 2020, then this Agreement is with Acronis Asia Pte. Ltd a Singaporean company with a principal place of business located at 8 Temasek Boulevard, #30- 01/02 Suntec Tower 3, Singapore 03988; or
- d. anywhere else in the world, then this Agreement is with Acronis International GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized and existing under the laws of Switzerland with its registered office in Neuhausen am Rheinfall, with its domicile at Rheinweg 9, 8200 Schaffhausen, Switzerland, registered under company number CHE-113.666.835.

The Acronis company with which MSP entered into this Agreement under this paragraph is called “**Acronis**” in this Agreement. This Agreement refers to each of MSP and Acronis individually as a “**Party**” and jointly refers to them as the “**Parties**.”

### Recitals

**WHEREAS**, Acronis offers software as a service products that MSP can access through the Acronis management console (the “**Platform**”); and

**WHEREAS**, as a condition to accessing and using the Platform, MSP must accept Acronis’s end user license agreement (“**EULA**”) and platform terms and conditions (“**Platform Terms**”); and

**WHEREAS**, this Agreement is the “**Order**” referred to in the Platform Terms; and

**WHEREAS**, MSP and Acronis are entering into this Agreement using the E-Commerce Solution.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Acronis and MSP agree as follows. Subject to the other terms and conditions of this Agreement:

**1. Incorporated Terms.** This Agreement refers to the EULA and the Platform Terms jointly as the “**Click-Through Terms**.” Capitalized terms this Agreement uses but does not define have the meanings assigned to them in the Platform Terms. Subject to the terms set forth in this Agreement and subject to MSP’s acceptance, agreement and compliance with the Click-Through Terms, together with all Updates, Acronis is willing to license Products and Services to MSP from the Effective Date until the later of the termination or expiration of this Agreement, or the termination or expiration of the Distributor Order (defined below). All references in the Platform Terms to “the agreement created by Service Provider’s acceptance of these Terms” will be a reference to this Agreement. The Click-Through Terms are incorporated by reference and made a part of this Agreement. All Updates are incorporated by reference and made a part of this Agreement.

**2. Try and Buy Program.** Acronis and MSP are entering into this Agreement under either Acronis’s Try and Buy Program (“**Try & Buy**”) or its “**Buy without Trial Program**” (“**BWT**”). The Try & Buy and the BWT are sometimes collectively referred to in this Agreement as the “**Program**”).

A. General Terms:

I. MSP signs up for the Program at the E-Commerce Solution by accepting the terms of this Agreement, the Click-Through Terms, Acronis’s privacy policy, and providing billing access to a credit card (“**Credit Card**”). Completing these steps creates this Agreement and is called “**Sign Up**”.

II. The Program is based on thirty (30) day months (each, a “**Month**”).

III. The Try & Buy is free for the first Month. After the first Month of the Try and Buy, and from the first day of the BWT, the Program has a minimum monthly cost (“**MMC**”). The MMC is disclosed to MSP on the E-Commerce Solution before MSP Signs Up for the Program, and is billed against the Credit Card in advance on the first day of each billable Month.

IV. MSP can opt out of the Try & Buy and terminate this Agreement at any time during the first Month by using the auto-renewal management self-service functionality of the E-Commerce Solution.

V. After the first Month of the Try & Buy and at any time during the BWT, MSP may opt out of the Program only by contacting a channel development specialist in the Acronis sales department. Details are available at the Platform.

B. Overages.

I. The MMC is established, at MSP's option at the time of Sign Up, on an either per device or per gigabyte basis. "**Overage**", if any, is the amount by which the total cost of the gigabytes or the devices that MSP uses in any Month exceeds the MMC for that Month. There can be no Overage for the first Month of the Try & Buy. Acronis provides to MSP access to the unit cost pricing for each gigabyte and device SKU on the E-Commerce Solution before MSP Signs Up for the Program.

II. If the aggregate unit cost for any Month is less than the MMC, the MSP pays only the MMC for that Month. There is no rollover of unused capacity into subsequent Months.

III. On or about the 10<sup>th</sup> of the fourth Month Acronis will charge MSP against the Credit Card for any Overage that MSP incurred during the first three Months. Acronis will charge MSP for Overage on or about the 10<sup>th</sup> of each Month thereafter for the previous Month. However, if MSP opts out of the Program before the end of the third Month, Acronis will charge MSP against the Credit for any Overage on or about the 10<sup>th</sup> of the month after MSP opts out.

C. Account Migration.

I. After the third Month, MSP and Acronis will work together to migrate the relationship created under the Program (the "**Account**") to an Acronis distributor ("**Distributor**"). MSP may select its Distributor from a list presented by Acronis. Acronis may recommend a selection if MSP has no preference.

II. On the date that MSP signs an Order with Distributor (the "**Distributor Order**"), this Order terminates automatically. The termination of the Order because MSP signs a Distributor Order to migrate its Account is called a "**Migration Termination**." **A MIGRATION TERMINATION DOES NOT TERMINATE MSP'S AGREEMENT TO COMPLY WITH THE CLICK-THROUGH TERMS OR ACRONIS'S PRIVACY POLICY, ALL OF WHICH SHALL CONTINUE TO BIND MSP.**

III. After a Migration Termination, Distributor will invoice MSP for the use of the Products and Services according to the terms of the Distributor Order. To the extent that there is any Overage for the Month during which a Migration Termination occurs, Distributor will invoice MSP for that Overage.

IV. The MMC for which MSP can subscribe in the Sign-Up is the first tier that Acronis offers. A "tier" provides, for a specified minimum monthly price, per gigabyte or per device usage up to specified limits. As the minimum monthly price goes up, the price per gigabyte or device goes down. At some point, moving to a higher tier might cost the MSP less than the MMC plus Overage. If MSP wishes to move to a higher tier, MSP will need to migrate its Account to a Distributor.

V. During Sign-Up, Acronis allows MSP to choose the data center that MSP will use to process data using the Products and Services. If MSP wants to use the Platform in more than one data center or to change data centers, MSP will need to migrate its Account to a Distributor.

D. Support. This Agreement is subject to the support guidelines found here: <https://www.acronis.com/en-us/support/serviceproviderguidelines/> where MSP is described as a "Service Provider." If MSP's Account is migrated to a Distributor under Section 2(c), the Distributor will provide Tier 1 support to MSP after the Migration Termination if required to under its contract with Acronis. During the migration, Acronis will inform MSP if the Distributor will assume responsibility for providing MSP with Tier 1 support. Any support cases that MSP opens before the Migration Termination will continue to be handled by Acronis.

E. Warranty. During the first Month of the Try & Buy, there is no warranty at all, notwithstanding any provision in the Click-Through Terms to the contrary.

**3. Invoices.** Acronis will send all invoices for the Products and Services to the MSP's email address specified at Sign Up as it may be changed in the Platform. An invoice will be deemed delivered upon the date that Acronis electronically sends it to that email address unless Acronis receives a delivery error message.

**4. Payments.** If access to the Credit Card is inactivated, MSP will provide immediate access to another credit card for use during the term of this Agreement. Any charge to a Credit Card that is rejected by the card company shall be immediately due and payable to Acronis in good funds at its address set forth above. At its sole discretion, Acronis may assess a late payment interest charge against unpaid amounts at the lesser of (i) three percent (3%) per month, or (ii) the maximum permitted rate permitted by applicable law. **ALL PAYMENTS ARE NON-REFUNDABLE AND ALL PURCHASE ORDERS THE MSP ISSUES TO ACRONIS, IF ANY, ARE FIRM ORDERS AND NON-CANCELABLE.**

**5. Miscellaneous.** In the event of an inconsistency between the terms of this Agreement and the Click-Through Terms, the terms of this Agreement will control. Except as amended hereby, the Click-Through Terms will govern MSP's usage of the Products and Services. The Parties represent and warrant that the execution and delivery of this Agreement is duly authorized by all requisite action. MSP warrants that the person who completed the Sign Up had the requisite power and authority to execute and deliver this Agreement.