



## TERMS OF SERVICE

**Keepit Online Terms of Service**  
**Last updated October 2020.**

This document describes Keepit A/S's ("**Keepit**") Terms of Service for the Keepit Cloud Backup Service.

These terms do not apply to the Desktop Backup or PC Backup offering known as "Keepit Classic," the terms of which may be found at <https://classic.keepit.com/terms-of-service-privacy-classic/>.

### 1. **BACKGROUND AND PURPOSE**

These Terms of Service are entered into between Keepit and the Customer concerning the Customer's right to use the Keepit Cloud Backup Service (the "**Service**") and the obligations that befall Keepit and the Customer.

### 2. **SUPPLIER & SERVICE DESCRIPTION**

Keepit is a software company specializing in cloud to cloud back-up solutions. Keepit is incorporated in Denmark and provides its services to customers globally in English.

The Services offered under this Agreement are as follows:

2.1 Microsoft Office 365 Exchange  
This is a service that provides backup of Microsoft Office 365 solutions. Items that can be included are:

- Emails, Calendars, Contacts, Tasks, and Shared Mailboxes
- In-place archives

2.2 Microsoft Office 365 Total  
This is a service that provides backup of Microsoft Office 365 solutions. Items that can be included are:

- Emails, Calendars, Contacts, Tasks, and Shared Mailboxes
- In-place archives
- OneDrive for Business

- SharePoint Sites
- Groups and Teams

2.3 G SUITE Total  
This is a service that provides backup of Google Apps for Works (also known as G Suite). Items that can be included are:

- Emails (Gmail), Calendars, and Tasks
- Google Drive (Documents)
- Sites

2.4 SALESFORCE  
This is a service that provides backup of Salesforce.com. Items that can be included are:

- Contacts and leads
- Opportunities
- Activities
- Notes
- Cases
- Custom Fields on previously mentioned items

2.5 DYNAMICS 365  
This is a service that provides backup of Microsoft Dynamics 365. Items that can be included are:

- Sales
- Field Service
- Marketing
- Customer Service
- Project Service Automation

2.6 Data Retention for the Services is 12 months by default. Additional retention can be purchased.

2.7 The Services will be provided by Keepit in accordance with the service levels set out in clause 6 of the Terms of Service.

2.8 The Customer must use the Services in accordance with the Acceptable Use Policy as set out in clause 5 of the Terms of Service.



3. **DATA LOCATION**

3.1 The Service is provided in several regions; currently EU, UK, USA and Australia. Keepit may add new regions to the offering at any time but will not remove an existing region without negotiating an exit from that region with the Customer provided that the customer is serviced from the region in question.

3.2 Keepit's data centers are located as follows:

Continent	City, Country
Australia	<b>Sydney</b> , Australia
Europe	<b>Copenhagen</b> , Denmark (EU)
	<b>London</b> , United Kingdom
America	<b>Ashburn</b> , Virginia (USA)

3.3 The Customer can choose (upon Service provisioning) from which region the Service must be provided.

3.4 Customer Data transferred to the Service will be stored exclusively in the region as chosen by the Customer. The Customer appoints Keepit to transfer Customer Data to the chosen region and to store Customer Data in the chosen region.

3.5 It is the responsibility of the Customer to choose a region suitable for the storage of Customer Data. For example, if Customer Data may not be exported from the EU, then the Customer must choose the EU region for the Service.

3.6 Keepit does not control or limit the locations from which the Service can be accessed by the Customer, and to or from which location transfers can be made by the Customer.

4. **ONBOARDING MEETING(S) AND EDUCATION OF SUPER-USERS**

As part of the Agreement, Keepit offers to help set up the Service and educate the Customer's

employees in the use of the Service. For this purpose, Keepit offers two (2) consulting hours.

5. **ACCEPTABLE USE POLICY**

5.1 Neither the Customer, nor anyone who acts on instructions of the Customer, may use the Service in a way that:

- a) is prohibited by applicable law or other regulation, or
- b) could harm the Service or other customers' use of it.

5.2 In case clause 5.1 is violated, Keepit reserves the right to suspend the Service for the Customer to the extent deemed necessary. Keepit will make reasonable efforts to assist the Customer with addressing the issue so that the Service can be resumed as soon as possible.

Suspension of Customer access to the Service on the grounds described herein do not constitute "downtime" as defined under the Service Level Agreement in clause 6 and will thus not make the Customer eligible for service credits.

6. **SERVICE LEVEL AGREEMENT (SLA)**

Access to the Service relies on the Keepit web application and the API front-end servers providing data thereto, in the region where the Customer has chosen to have the Service delivered.

Keepit will monitor the responsiveness of the API front-end servers every 30 seconds. In the event that all front-end servers for the region chosen by the Customer are unavailable for ICMP and HTTPS services for more than one full minute, this will count as downtime. Scheduled maintenance windows are excluded from this downtime. Keepit will notify any significant outage in availability known to Keepit, including scheduled maintenance, on its website, at <https://status.keepit.com/>. The

Customer must subscribe there to receive direct notifications regarding availability.

The service goal for Keepit is to deliver 99.9% uptime (0.1% or less downtime as defined above) over any calendar quarter.

If Keepit does not meet the service goal, the Customer will be eligible for receiving credits which are added to the term of the Agreement ("**Service Credits**") as per Table 1 below. The Customer must claim Service Credits by sending an email to Keepit at [business.support@keepit.com](mailto:business.support@keepit.com). Keepit will then provide the Customer with Service Credits according to Table 1 below. The Service Credit may only be applied to the applicable Customer's service order and shall be the sole and exclusive remedy for a failure by Keepit to meet the service goal.

Table 1: Service Credits

Availability	Service Credit
100 % - 99,90 %	N/A
99,89 % - 99,8 %	1 day added to the Customer's subscription term (1 free day)
99,79 % - 99,0 %	5 days added to the Customer's subscription term (5 free days)
98,99 % - 95,0%	10 days added to the Customer's subscription term (10 free days)
Lower than 95,0%	20 days added to the Customer's subscription term (20 free days)

Adaptive backup scheduling will, under normal circumstances, initiate at least one (1) back-up per day. In the event a backup is already in progress, a new backup will not start until the already running backup is completed. Initial upload, large dataset changes, significant

backup reconfigurations and other events may cause a backup to run for longer than usual.

The operational status of the data centers and incident reports are available at <https://status.keepit.com/>.

7.

### SLA EXCLUSIONS

The SLA does not apply to any performance or availability issues due to:

- Factors outside Keepit's reasonable control (for example outage by an infrastructure provider or a third-party service provider, e.g. Microsoft Office 365, G Suite or other integrated service, or a force majeure event);
- The Customer's, end-user's, or any third-party's equipment, services, actions or lack thereof; and/or
- Keepit's scheduled maintenance or version upgrades.

8.

### LIABILITY

The Parties shall be liable for damages in accordance with Danish law, subject to the limitations set out in this clause.

The aggregated liability of each Party under this Agreement for any non-performance of its obligations under the Agreement shall in no event exceed the higher of (i) an amount equal to the fees paid during the three (3) months preceding the claim, or (ii) EUR 200,000.

Under no circumstances, including any infringement claims, shall the Parties be liable for any loss of profit or indirect or consequential losses, including but not limited to: re-procurement costs, loss of goodwill, loss of revenue or profits, or for any other special, incidental, punitive or consequential damages, even if a Party has been informed of such potential loss or damage.

9. **FORCE MAJEURE**

Neither Keepit nor the Customer shall be considered liable towards the other Party where the liability arises out of circumstances beyond the control of the relevant Party which could not have been taken into account at signing and could not reasonably have been avoided nor surmounted by the relevant Party.

The following circumstances are considered force majeure: war, civil war, natural disasters, or other extraordinary event outside of the Party's reasonable control.

The Party's obligations will be suspended until the time when the Party is again able to meet its obligations. If the obstacle lasts more than 90 days, the other Party will be able to terminate the Agreement with three (3) months' notice in writing if the force majeure circumstances continue to exist by the end of the notice.

10. **CONFIDENTIAL INFORMATION**

The Parties shall comply with legal requirements pertaining to confidential information and treat data processed in connection with this Agreement as such.

Each Party undertakes to not disclose confidential information to any third party without the other Party's prior written consent unless disclosure is required by law.

Each Party undertakes to implement the necessary measures in order to prevent unauthorized third-party access to such information and to only use confidential information for the performance of these Terms of Service.

Each Party shall ensure that access to confidential information is limited to authorized employees, agents, suppliers or other third parties and that these are subject to confidentiality to the same extent as the Parties.

The confidentiality obligations in this clause do not apply with respect to information that:

- The Parties have been familiar with prior to entering into this Agreement
- Is documented to have been disclosed to the other Party by a third party that has not been subject to a confidentiality clause
- Is publicly available.

The confidentiality obligations in this clause shall survive the termination of this Agreement.

11. **COMPLIANCE WITH LAWS AND REGULATIONS**

Keepit will comply with all relevant laws and regulations applicable to the Service. However, Keepit is not responsible for compliance with laws or regulations that apply to the Customer or to the Customer's use of the Service that are not generally applicable to online services or service providers. Keepit cannot and shall not attempt to determine if data provided to Keepit by the Customer ("**Customer Data**") may be subject to any additional laws or regulations.

The Customer must comply with all applicable laws and regulations surrounding its use of the Service. The Customer is responsible for determining if the use of the Service is appropriate for storage and processing of Customer Data.

12. **OWNERSHIP OF DATA**

The Customer's data is used and processed only for the purpose of providing the Service to the Customer. Keepit will not process and derive information from Customer data for advertising or other commercial purposes.

The Customer retains all rights, title, and interest in and to Customer data. Keepit acquires no rights in Customer data other than

the rights the Customer grants to Keepit to provide the Service to the Customer.

**13. CUSTOMER REFERENCE AGREEMENT**

Keepit may for the term of the Agreement use the name and logo of the Customer in presentation materials, on the customer section of Keepit's website, and on Keepit's official social media accounts.

Keepit may further use the Customer as a reference case in various marketing material. A reference case could e.g. be in form of a video interview. Reference cases are always made in coordination with the Customer.

As consideration, the Customer will be entitled to a discount which is described in the Terms of Duration, Licenses and Payment.

**14. PROCESSING OF PERSONAL DATA**

The Customer and Keepit agree that in relation to the General Data Protection Regulation (GDPR), the Customer acts as "Data Controller" and Keepit as "Data Processor" except for situations where the Customer is the "Data Processor" and Keepit the "Sub-processor". Keepit's main Services are automated, and the Customer Data is stored in the location designated by the Customer. The Data Processing Agreement applies.

**15. CUSTOMER RESPONSIBILITIES**

The Customer is solely responsible for determining if the technical and organizational measures around the Service meet the requirements for the Customer and the Customer Data. This includes, but is not limited to, the GDPR (where applicable). Please see the Data Processing Agreement for more information on the implemented technical and organizational measures.

The Customer agrees and acknowledges that the security practices and policies implemented

and maintained by Keepit provide a level of security that is reasonable and adequate, taking into account the nature of the Customer Data, including the categories of data subjects and personal data.

The Customer is responsible for maintaining security around credentials for accessing the Service and, when applicable, security around the Customer identity provider which may be used to authenticate against the Service.

**16. SUPPORT AND HELP DESK**

Keepit provides 24/7 online helpdesk support during the term of the Agreement.

By submitting a support ticket on the online helpdesk, the Customer agrees to Keepit's privacy policy, found on Keepit's website at <https://www.keepit.com/cookie-and-privacy-policy/>.

Keepit can also be contacted via e-mail at [business.support@keepit.com](mailto:business.support@keepit.com) for support.

**17. ASSIGNMENT**

The Customer is unauthorized, in whole or in part, to assign this Agreement or any of its rights or obligations under the Agreement to a third party without the prior written consent of Keepit.

Keepit is entitled, without restrictions, to transfer the Agreement to third parties.

**18. TERMINATION FOR CONVENIENCE**

In the event of termination and for it to be valid, the Customer must send a notice in writing to: [accounting@keepit.com](mailto:accounting@keepit.com). The email must be sent at least three (3) months before the end of the current term. The email must contain company name, registration number, contact information, and a statement that the Customer wishes to terminate the Agreement.

**19. TERMINATION FOR CAUSE**

Unless otherwise agreed and/or specifically stated in this Agreement, where a Party materially breaches its obligations under this Agreement and the breach cannot reasonably be remedied within 30 (thirty) days, the Parties shall, in good faith, discuss the possibilities and the time frame for when such remedy can be completed. However, if the Parties cannot agree, the Party not in breach shall be entitled to terminate the Agreement upon written notice, if the Party in breach has not rectified the breach within 45 (forty five) days after being notified of the breach in writing. The notice shall state the nature of the breach and any claim for compensation.

Notwithstanding this clause and clause 18 above, Keepit is always entitled to terminate this Agreement with immediate notice (without limiting any other rights or remedies) if:

- The Customer fails to make payments in a timely and accurate manner
- The Customer breaches the Terms of Service, including Acceptable Use Policy

Clauses 18 and 19 of these Terms of Service shall not affect the right to use of other remedies applicable in case of breach.

**20. CHANGES TO THE AGREEMENT**

If the Parties agree on changes to the Agreement, the amendments are only valid if in writing.

Keepit will inform the Customer of changes to the Terms of Service or Data Processing Agreement with reasonable notice (in no event less than one (1) month) on its website, at [www.keepit.com/terms-of-service/](http://www.keepit.com/terms-of-service/) and [www.keepit.com/data-processing-agreement/](http://www.keepit.com/data-processing-agreement/). The Customer must subscribe at <https://status.keepit.com/> to receive direct notifications regarding such changes. The Customer will have thirty (30) calendar days to object to the change in writing to Keepit. The

objection of the Customer must be well-founded. Absence of any objections from the Customer shall be deemed a consent to the change.

**21. MESSAGES**

All notices, which according to the Agreement shall be made in writing, may be sent by ordinary mail or email.

Notices given in accordance with the Agreement have effect from the date on which it is delivered.

**22. DISPUTES**

Any dispute arising in connection with this Agreement shall be settled by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules and procedures of arbitration exerted by the Danish Institute of Arbitration and in force at the time the dispute commenced.

The Agreement is subject to Danish law.