Terms and Conditions

Endpoint Backup & Recovery - Schedule CB-1

Effective Date: April 3, 2026 | Supersedes prior versions.

Service Summary

- Service Provider will provide Endpoint Backup services (“Endpoint Backup”) for Covered Endpoints. Endpoint Backup delivers file level and/or image level backup (as configured) to a managed cloud backup platform, with restoration capabilities subject to configured scope, retention, and platform capabilities.

Covered Endpoints

- Covered Endpoints are defined as all servers designated by the Client, accepted by the Service Provider, and successfully onboarded with active backup configuration. Servers that are not designated, onboarded, or properly configured are not included in the scope of this service.
- Client is responsible for identifying all servers requiring backup coverage. Service Provider is not responsible for servers not disclosed, designated, or onboarded by the Client.

Workstations and Laptops

- Workstations and laptops are excluded from this service unless expressly designated in writing, approved by the Service Provider, and successfully onboarded with active backup configuration. Any such devices not meeting these criteria are not covered.

Scope of Services

- Agent Deployment & Management
  - Service Provider will install, configure, and manage backup agents on all Covered Endpoints.
- Servers
  - Server backups may be configured as image level and/or file level in accordance with Service Provider’s standard practices and platform capabilities.
- Monitoring & Remediation
  - Service Provider will monitor backup job success and failure and take commercially reasonable steps to remediate backup issues.
- Restores
  - Service Provider will perform standard file level data restorations upon request at no additional charge, limited to available restore points and configured backup scope.
  - Restorations involving large data sets, full system recovery, server-level recovery, or full environment rebuilds may require additional time and resources and may be scoped and billed as project work or subject to additional fees.
  - Expedited or after-hours restore requests may also be subject to additional charges.

Policy Administration

- Service Provider will manage backup policies, including inclusions, exclusions, schedules, and retention, in accordance with standard backup policies. Policies may be updated from time to time with written notice to Client.

Backup Configuration & Acknowledgment

- During onboarding, backup configuration will be reviewed with the Client, including Covered Endpoints, included data, and any exclusions.
- Client acknowledges that only data explicitly included in configured backup sets is protected under this service. Data outside of configured scope is not covered.

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Backup Frequency & Retention

- Frequency
  - Backups are performed on an automated schedule, typically nightly, for endpoints with backup enabled.
- Retention
  - Backup Retention is governed by Service Provider's standard backup policy.
- Current Standard
  - As of the Effective Date, standard retention includes:
    - Daily backups retained for 30 days
    - Weekly backups retained for 52 weeks (1 year)
- Extended Retention Options
  - Requests for retention periods beyond the standard policy must be reviewed and approved by the Service Provider. Any approved changes to backup frequency or retention will be documented in writing and may be subject to additional fees based on storage, management, and platform costs.

Retention policies may be updated from time to time with written notice. Any material reduction in retention will apply prospectively.

Storage Allocation

- Unlimited Cloud Storage
  - Endpoint Backup includes access to Service Provider managed cloud storage with no predefined storage limits for standard business use across Covered Endpoints.
- Fair Use Policy
  - "Unlimited" storage is intended for typical business data associated with standard server usage and is not intended for archival storage, surveillance systems, large-scale media repositories, or other atypical data sets unless expressly agreed in writing. Service Provider reserves the right, at its discretion, to require scope, retention, or pricing adjustments where usage materially exceeds standard business use.
- Scope of Included Data
  - Storage applies only to data within configured backup sets. Data outside of defined backup scope is not included.
- Usage Review
  - Service Provider reserves the right to review storage utilization. If usage significantly exceeds typical business patterns, Service Provider may recommend or require adjustments to backup scope, retention, or pricing.
- Service Adjustments
  - If storage usage materially impacts platform performance, cost structure, or service delivery, Service Provider may require changes to backup scope, retention, or pricing with written notice to Client.

Service Limitations

- Scope of Data
  - Backup is limited to file types, paths, applications, and capacities expressly configured and supported by the platform.
- Device State
  - Backups require endpoints to be online, powered on, and connected to the internet during scheduled backup windows. Service Provider is not responsible for missed backups due to device unavailability.
- Performance & Restores
  - Restore times depend on data size, bandwidth, and platform performance. Specific completion times are not guaranteed.

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- No BCDR / RTO / RPO Guarantee
  - This service is not a business continuity or disaster recovery solution and does not include RTO or RPO guarantees. Such services require a separate agreement.
- Compliance Retention
  - Regulatory or legal retention requirements are not included unless expressly contracted.
- Platform Dependency
  - Services are limited to the capabilities and limitations of the underlying backup platform.

Exclusions

- Systems not designated and onboarded as Covered Endpoints
- Workstations and laptops not expressly designated and onboarded as Covered Endpoints
- Data outside configured backup sets
- Cloud services not explicitly included
- Forensic recovery, e-discovery, or chain-of-custody services
- Any service not expressly included in this Schedule
- Upon retirement or decommissioning of any server, that system will be removed from backup services and will no longer be protected or recoverable unless otherwise agreed in writing.

Data Handling & Security

- Encryption
  - Data is encrypted in transit and at rest using industry-standard protocols.
- Data Location
  - Data is stored in U.S.-based datacenters unless otherwise agreed.
- Regulatory Scope
  - Compliance frameworks (HIPAA, SOC 2, NIST, CMMC, etc.) apply only where expressly stated.

Offboarding & Data Export

- Project Basis
  - Offboarding and data export services are performed as a separate project due to the labor and coordination required. A minimum project fee of $750 applies.
- Media & Shipping
  - Client is responsible for physical media and shipping costs.
- Format & Responsibility
  - Data is exported in a standard format and provided as-is. Service Provider is not responsible for import or reconfiguration into third-party systems.
- Post Termination Retention
  - Backup data is retained for up to 14 days after termination unless otherwise agreed, after which it is permanently deleted.

Client Responsibilities

- Identify all servers requiring backup coverage
- Ensure devices remain powered, connected, and supported
- Review and respond to backup alerts and recommendations
- Approve configuration and policy changes when required
- Client remains responsible for any data not included in configured backup scope.

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General Terms

- Endpoint Backup protects only data successfully backed up within configured scope. Service Provider is not responsible for data loss outside of scope or impacted by device, network, or third-party limitations.
- All response times are governed by the Service Level Objectives defined in the Master Service Agreement.
- Fees are billed per the Master Service Agreement. Vendor-related costs may apply where applicable.
- Service Provider may update standard backup policies with written notice. Material reductions in service will apply prospectively.