



DATA RETENTION & BACKUP ADDENDUM (2026 EDITION)

Gyver Networks LLC d/b/a Gyver Technologies

This Addendum applies only to Clients who purchase backup services through Gyver and is incorporated into the Master Services Agreement (“MSA”) when referenced in a Service Order.

1. OVERVIEW

This Data Retention & Backup Addendum governs all backup services delivered by Gyver.

The Client’s selected backup scope and retention level—Standard or Custom—are defined in the Service Order or the optional Retention Schedule (Appendix A).

Only the data and systems explicitly included in the Service Order or Retention Schedule are covered by backup services.

No other systems or data are backed up.

2. SCOPE OF BACKUP SERVICES

2.1 Microsoft 365 Backups

Depending on the plan and Client selections, backups may include:

- Email
- Calendars
- Contacts
- Teams files and conversations
- SharePoint sites
- OneDrive libraries

Only workloads listed in the Service Order or Retention Schedule are backed up.

2.2 Computer/File/System Backups

Endpoint or server backups include only the drives, directories, volumes, virtual machines, or systems listed in the Service Order or Retention Schedule.

2.3 Exclusions

The following are NOT included unless explicitly documented:

- Workstations or servers not listed
- Local PST files
- Temporary files or system folders
- External drives, NAS devices, or personal/BYOD devices

- Databases not explicitly defined (SQL/application data)
- Historical data outside the selected retention period
- Any data not documented in writing in the Service Order or Retention Schedule

Clients are responsible for ensuring the defined backup scope meets business and compliance needs.

3. RETENTION PERIODS

3.1 Retention Level Defined by Service Order

Retention levels selected in the Service Order determine how long data is preserved:

- **Standard Retention:** Default retention of the selected backup platform
- **Custom Retention:** Client-selected extended retention (e.g., 1–10 years, 7 years, or indefinite)

This Addendum applies to both equally.

3.2 Custom Retention Levels

Extended retention may require additional fees for:

- Storage
- Licensing
- Immutable or compliance-grade retention
- Platform upgrades

Custom retention must be documented in writing.

3.3 Retention Expiry

Data older than the selected retention period is **automatically and permanently deleted** by the backup platform and cannot be recovered.

4. BACKUP FREQUENCY & RESTORATION

4.1 Backup Frequency

Backup frequency is defined in the Service Order (continuous, daily, etc.).

Gyver is not responsible for missed backups caused by:

- Device shutdown
- Network issues
- Authentication or credential failures
- Vendor outages
- Client-side changes
- Licensing lapses

4.2 Restoration Requests

- Restoration requests must be submitted in writing
- Restoration work may be billable per the Service Order
- Gyver does not guarantee recovery of data deleted outside the retention window

4.3 Recovery Time

Gyver will make commercially reasonable efforts to complete restoration requests promptly, subject to:

- Vendor performance
- Dataset size
- Backup platform speed
- Client network performance
- Client responsiveness

5. RESPONSIBILITIES

5.1 Gyver Responsibilities

Gyver will:

- Configure and maintain backup jobs per the Service Order
- Monitor backup success/failure alerts
- Attempt remediation of backup failures on a best-effort basis
- Maintain secure backup environments
- Notify Client of material system changes

5.2 Client Responsibilities

Client will:

- Verify that the backup scope meets business, regulatory, and legal requirements
- Notify Gyver when additional systems or data must be added
- Maintain necessary licensing and permissions
- Maintain adequate bandwidth and storage availability on devices being backed up
- Understand Gyver is not responsible for data outside documented scope or retention
- Maintain separate archival systems for retention requirements beyond purchased coverage

6. LIMITATIONS

6.1 Backup Integrity

Gyver does not guarantee backup integrity for:

- Systems outside scope
- Data that was corrupted prior to backup
- Devices offline during backup windows
- Unsupported or failing devices

6.2 Third-Party Dependencies

Gyver is not liable for failures caused by:

- Microsoft
- Backup vendors
- Cloud or storage providers
- API outages
- Authentication or permission changes
- Vendor-side corruption

6.3 Compliance & Legal Retention

Backup services do not constitute:

- A legal archive
- A compliance retention solution
- Immutable storage

Unless such features are explicitly purchased and documented.

6.4 No Implied Long-Term Storage

Client must not assume any retention beyond the retention level defined in the Service Order.

7. LEGAL HOLDS & EXTENDED RETENTION

Legal holds, immutable storage, or extended retention are provided **only when explicitly purchased**.

Legal hold requests:

- Must be submitted in writing
- May incur additional fees

8. TERMINATION OF BACKUP SERVICES

Upon termination of backup services or the MSA:

- Backup data will be retained for **30 days** unless otherwise stated
- After 30 days, all backup data is **permanently deleted**
- Client must request exports before deletion
- Restoration and migration may incur billable fees

9. ACKNOWLEDGMENT

By signing the MSA and applicable Service Order, Client acknowledges and accepts this Data Retention & Backup Addendum.

END OF DATA RETENTION & BACKUP ADDENDUM