

Datto Backup, Recovery and Business Continuity Addendum

August 31, 2026

Applies with EnTech MSA dated February 21, 2026

This Datto Backup, Recovery and Business Continuity Addendum (the “Addendum”) is entered into by EnTech IT Solutions, LLC (“Provider” or “EnTech”) and the client identified in an accepted EnTech quotation and Datto order form (the “Order Form”) (“Client”). The Addendum is incorporated into and becomes effective upon Client’s acceptance of the applicable Order Form.

1. Relationship to Master Services Agreement

This Addendum is incorporated into and governed by EnTech’s Master Services Agreement last updated February 21, 2026 (the “MSA”), available at <https://www.entechitsolutions.com/legal>. Capitalized terms not defined here have the meanings assigned in the MSA.

The parties intend this Addendum to supplement, not replace, the MSA. Under MSA Section 1, this Addendum controls only to the extent of a direct conflict concerning the Datto Services. The applicable accepted Order Form controls commercial and environment-specific details, and any attached technical schedule or exhibit controls only the technical details assigned to it. All MSA provisions concerning payment, suspension, warranty disclaimers, limitation of liability, indemnification, arbitration, governing law, force majeure, confidentiality, notices, and survival remain fully effective unless this Addendum expressly states otherwise.

No proposal, sales presentation, portal display, ticket, email, verbal statement, recovery estimate, or vendor marketing material modifies this Addendum or creates a warranty unless included in a written amendment signed by both parties.

2. Definitions

- “Appliance” means the Datto SIRIS or other hardware identified in the Order Form.
- “Datto Services” means the managed backup, recovery, continuity, monitoring, administration, licensing, and related services expressly included in the Order Form.
- “Protected System” means only a server, virtual machine, workload, volume, or dataset expressly listed in the Protected Systems Schedule.
- “Recovery Point” means a backup snapshot reported by the Vendor platform. A reported successful Recovery Point is not a guarantee that every file, application, transaction, dependency, or system state is complete or recoverable.
- “Recovery Objective” means a documented target for backup frequency, recovery-point age, or restoration time. A Recovery Objective is a planning target, not a service level, warranty, or guarantee.
- “Routine Restore” means a limited, non-emergency restore of specific files or folders during EnTech business hours that does not require full-system recovery, virtualization, failover, forensic preservation, mass data retrieval, or substantial application remediation.
- “Recovery Event” means ransomware, destructive malware, widespread corruption, physical disaster, complete server failure, production failover, cloud virtualization, fallback, or another event requiring coordinated or extensive recovery work.

- “Vendor” means Datto, LLC, Kaseya Limited and their affiliates, subcontractors, cloud operators, licensors, carriers, and technology providers.
- “Vendor Commitment” means any non-cancellable term, minimum service period, hardware obligation, usage commitment, return requirement, or charge imposed on EnTech for Client’s service.

3. Scope of Managed Datto Services

EnTech will provide only the Datto Services expressly selected in the Order Form. Unless the Order Form states otherwise, the managed service includes daily review of available backup and replication status on EnTech business days, reasonable investigation of detected failed backups, maintenance of supported agents and Appliance software, capacity and health review, Vendor support coordination, reasonable Routine Restores, one limited recovery verification per calendar quarter, and periodic service reporting.

Monitoring depends on Vendor telemetry, portal availability, alerts, integrations, network connectivity, and accurate configuration. Monitoring is not continuous human observation and does not guarantee immediate detection. EnTech’s obligation is to use commercially reasonable efforts after an issue becomes known through its monitoring systems or a proper Client support request.

3.1 Included remediation

Included remediation is limited to ordinary troubleshooting reasonably required to return a supported backup job to normal operation. EnTech may treat repeated failures, unsupported software, damaged source systems, insufficient storage, corrupted backup chains, networking defects, credential failures, Client changes, Vendor defects, or work exceeding the included scope as separately billable remediation.

3.2 Excluded and billable work

- Recovery Events, incident response, ransomware recovery, forensics, legal or regulatory support, and chain-of-custody work.
- Full-server restoration, bare-metal recovery, production cloud virtualization, failover, failback, mass restores, application repair, database consistency work, and extended recovery operations.
- After-hours, emergency, onsite, travel, shipping, physical media, RoundTrip or Reverse RoundTrip, data export, migration, and transition assistance.
- Recovery from systems, volumes, applications, or data not expressly listed as Protected Systems.
- Remediation of pre-existing defects, unsupported systems, Client or third-party changes, failed source storage, compromised credentials, missing encryption keys, or infrastructure outside EnTech’s control.
- A full disaster-recovery exercise, business-continuity exercise, compliance audit, penetration test, or certification.

4. Backup Configuration, Recovery Objectives and Verification

Backup schedules, replication schedules, retention settings, and Recovery Objectives are stated in the Order Form or documented configuration. They are configuration settings or targets only. Actual results can vary because of data change rate, job duration, source performance, bandwidth, outages, maintenance, throttling, pruning, corruption, attacks, and Vendor behavior.

A successful job status, screenshot verification, boot test, virtualization test, or file restore confirms only the limited item tested at that time. It does not validate every Recovery Point, application transaction, database, dependency, credential, integration, or future recovery scenario. EnTech may select representative systems and Recovery Points for quarterly verification unless the Order Form specifies otherwise.

Client must request and fund a separately scoped full disaster-recovery exercise if Client requires validation of complete business operations, application dependencies, user access, network routing, communications, or defined RTO/RPO commitments.

5. No Guarantee of Backup, Recovery, RPO or RTO

BACKUP AND RECOVERY TECHNOLOGY CAN FAIL. TO THE FULLEST EXTENT PERMITTED BY LAW, ENTECH DOES NOT WARRANT OR GUARANTEE UNINTERRUPTED BACKUPS, ERROR-FREE OPERATION, DETECTION OF EVERY FAILURE, THE INTEGRITY OF EVERY RECOVERY POINT, RECOVERY OF ALL DATA, OR ACHIEVEMENT OF ANY RPO, RTO, RECOVERY SEQUENCE, APPLICATION CONSISTENCY, OR BUSINESS-CONTINUITY OUTCOME.

Client acknowledges that backups may be unavailable or unusable because of corruption, ransomware, encryption, credential compromise, source-system failure, unsupported software, undetected application errors, configuration changes, Internet or utility outages, Vendor defects or outages, capacity limits, deleted data, retention pruning, force majeure, or other causes outside EnTech's reasonable control.

6. Vendor Platform and Pass-Through Terms

The Datto platform is supplied and operated by an independent third party. EnTech does not own or control the Vendor cloud, software, portals, support organization, data centers, product roadmap, warranties, pricing, retention rules, cancellation procedures, service levels, security controls, or availability.

Client's use of the Datto Services is subject to the then-current Vendor order, Datto Unified Backup Terms of Use, Kaseya Master Agreement, product documentation, acceptable-use restrictions, third-party technology terms, and portal policies to the extent applicable to EnTech's resale or management of the service ("Vendor Terms"). Client authorizes EnTech to accept and administer Vendor Terms reasonably necessary to provide the service.

Vendor Terms may change. If a Vendor change materially increases cost, risk, or operational burden, EnTech may pass through the change, modify affected service features, require a replacement solution, or terminate the affected service on written notice, subject to any surviving Vendor Commitment. EnTech is not liable for Vendor outages, defects, security incidents, data loss, discontinuation, enforcement actions, refusals, delays, insolvency, or changes beyond EnTech's reasonable control.

7. Client Responsibilities and Dependencies

Client will cooperate and maintain the conditions required for reliable backup and recovery, including the following:

- Provide timely physical and remote access, administrative credentials, encryption passphrases, application credentials, documentation, personnel, and approvals.
- Maintain supported operating systems, applications, hypervisors, storage, licensing, hardware, power, cooling, Internet connectivity, DNS, time synchronization, and network paths.
- Notify EnTech before changing Protected Systems, storage, partitions, virtual disks, networks, credentials, encryption, applications, retention needs, data volume, or compliance requirements.
- Promptly report suspected data loss, ransomware, corruption, restore needs, and any discrepancy between expected and available data. Client must avoid altering affected systems or backup chains after an incident unless directed.
- Protect Appliance and portal access, use MFA where available, restrict administrative privileges, retain all encryption keys and passphrases, and keep required keys independently accessible during a disaster.
- Review reports and testing results, identify critical applications and dependencies, maintain a written business-continuity plan, train personnel, and make business decisions during an event.

- Maintain commercially reasonable cyber insurance and any separate backup, archive, offline, immutable, or geographically diverse copy recommended by EnTech or required by law, contract, insurer, or Client policy.
- Confirm that Client has lawful authority to back up, process, transfer, and restore all Protected Data and that retention settings meet Client's legal and business requirements.

EnTech is not responsible for failure, delay, data loss, or added cost caused or contributed to by Client's breach of these responsibilities. Related remediation is billable and does not excuse payment or Vendor Commitments.

8. Security Events and Preservation of Recovery Data

During a suspected compromise, EnTech may suspend automated restores, replication, agent changes, or other activity when reasonably necessary to protect recovery data or await Vendor, insurer, legal, forensic, or Client direction. Client authorizes EnTech to take reasonable emergency preservation steps, but EnTech has no duty to incur third-party costs or begin a Recovery Event without authorization except where necessary to protect EnTech systems or comply with law.

Backup availability does not establish that the source environment is safe to restore. Malware, unauthorized access, corrupted data, and malicious persistence may exist in Recovery Points. Security investigation, clean-room validation, eradication, and post-restore hardening are separate services unless expressly included.

9. Data Ownership, Processing, Location and Retention

As between EnTech and Client, Client retains ownership of Client data. Client authorizes EnTech and Vendor to access, copy, transmit, deduplicate, encrypt, store, test, restore, delete, and otherwise process Client data as reasonably necessary to provide and support the Datto Services.

Recovery Points are retained and pruned according to the purchased Vendor retention schedule and actual configuration. Labels such as "one-year," "seven-year," "infinite," or "customizable" may involve roll-ups, consolidation, pruning, capacity limits, and product-specific rules; they do not mean that every incremental Recovery Point remains available for the named period.

Client is solely responsible for identifying legal holds, record-retention duties, data residency requirements, and archival needs. Datto backup is not a legal-hold, records-management, or permanent archival service unless expressly stated.

10. Appliance Ownership, Location and Risk

The Order Form must designate the Appliance as Client-owned, EnTech-owned, Vendor-returnable/subscription hardware, or ownership-pending. A partner or portal transfer does not by itself establish legal title. Any transfer of title is conditioned on written confirmation from the existing owner and, when applicable, Vendor approval or release.

Client bears risk of loss, theft, physical damage, environmental damage, and unauthorized access while the Appliance is at Client's location, except to the extent caused solely by EnTech's gross negligence or willful misconduct. Client will not relocate, open, modify, sell, encumber, dispose of, or permit third-party service on the Appliance without EnTech's prior written approval.

If the Appliance is EnTech-owned or Vendor-returnable, Client will make it available for removal or return within ten business days after request or service termination. Client is responsible for non-return fees, replacement value, shipping, and damage not covered by warranty. If Client-owned, continued use of Datto software, cloud replication, updates, support, and recovery features still requires an active subscription.

11. Hardware Warranty and Replacement

Any Appliance warranty is solely the Vendor's then-current limited warranty and is subject to original ship date, model, continuous paid enrollment, exclusions, end-of-life status, return procedures, and Vendor approval. Transfer does not restart or extend a warranty. EnTech provides no independent hardware warranty and does not guarantee that Vendor will repair, replace, credit, or support an Appliance.

Replacement logistics, shipping, temporary protection, data migration, reseeding, installation, and recovery work are billable unless expressly included. Client understands that a hardware failure may reduce or eliminate local recovery capability while Vendor replacement is pending.

12. Fees, Billing and Price Changes

Recurring fees are billed monthly in advance and one-time fees as stated in the Order Form. Automatic payment is required under the MSA. Fees cover the stated managed service, not unlimited labor or a transfer of Vendor liability to EnTech.

Annual increases, Vendor-imposed increases, taxes, storage overages, usage charges, shipping, media, replacement costs, and other pass-through charges are governed by the MSA and Order Form. Vendor-imposed increases may be passed through when effective and are not limited by an annual escalation cap.

EnTech may invoice reasonable emergency work necessary to prevent further loss or protect recovery data when delay would materially increase risk, even if advance approval is impracticable, subject to the MSA.

13. Term, Renewal and Vendor-Commitment Protection

The service term is stated in the Order Form. For a month-to-month Datto service, the MSA's sixty-day written termination notice applies, and Client remains responsible for all fees through the later of the notice period or EnTech's effective Vendor cancellation date.

If EnTech is subject to a Vendor Commitment, Client's minimum financial commitment automatically matches the applicable Vendor Commitment unless the Order Form states a longer term. Monthly billing is a payment schedule and does not convert a committed term into month-to-month service.

If Client terminates early, reduces service below the committed level, fails to pay, prevents performance, requires EnTech to terminate for cause, or otherwise causes Vendor charges to continue, Client must immediately reimburse EnTech for 100% of all remaining non-cancellable Vendor charges, return or buyout charges, taxes, collection costs, and approved transition expenses. The parties agree these amounts reimburse actual third-party commitments and are not a penalty or estimate of damages.

Client's payment, reimbursement, return, and Vendor-Commitment obligations are independent payment obligations, not claims for damages against EnTech, and are not limited by the MSA's limitation of EnTech liability. Suspension, non-use, loss of access, or cessation of backups does not eliminate these obligations.

If EnTech terminates the managed relationship for convenience while a Vendor Commitment remains, EnTech may, where commercially feasible, continue the subscription without management, assign or transfer it with required consents, or invoice the unavoidable Vendor cost at EnTech's cost. Nothing requires EnTech to waive charges that the Vendor will not release.

14. Suspension and Nonpayment Risk

EnTech may suspend monitoring, support, restores, cloud access coordination, or other Datto Services as permitted by the MSA for nonpayment, security risk, unsupported conditions, Client interference, or material breach. Vendor billing and Client payment obligations may continue during suspension.

Client acknowledges that suspension or cancellation may stop backups, replication, support, pairing, testing, or cloud recovery and may cause irreversible deletion or pruning of data. EnTech is not liable for loss resulting from a suspension or cancellation permitted by contract, except to the extent liability cannot lawfully be disclaimed.

15. Termination, Data Export and Transition

Before termination, Client must select a replacement provider or destination and authorize any export or migration early enough to complete within the Vendor's then-current access and retention window. As of the date of this draft, the published Datto Unified Backup Terms state a sixty-day post-termination retention period for SIRIS cloud backups, but Vendor terms may change and EnTech does not guarantee any grace period, continued portal access, local operation, or data availability after termination.

Client must submit export or migration requests no later than thirty days before the scheduled service end date unless EnTech agrees otherwise. Reverse RoundTrip, export, media, shipping, cloud retrieval, migration, professional services, and after-hours work are separately billable. Export time depends on data volume, bandwidth, media, Vendor cooperation, and technical condition and is not guaranteed.

EnTech may delete documentation, credentials, locally held exports, and Client data in its possession in accordance with the MSA after termination. Vendor may delete cloud data under Vendor Terms. Client bears responsibility for validating the replacement backup and confirming receipt and usability of exported data.

16. Incident and Recovery Cost Allocation

Unless the Order Form expressly states otherwise, all Recovery Event labor and third-party costs are billable at EnTech's then-current rates. This includes extended coordination, forensics, clean-room work, malware eradication, legal and insurer requests, regulatory support, cloud compute, application remediation, replacement infrastructure, onsite work, travel, and after-hours effort.

Availability of insurance, Vendor credits, warranties, or third-party recovery does not delay Client's payment obligations. EnTech may require a deposit or written authorization before beginning substantial Recovery Event work.

17. Disclaimers, Limitation of Liability and Indemnity

The MSA's warranty disclaimers, cybersecurity and backup limitations, third-party protections, limitation of liability, exclusion of consequential damages, indemnification provisions, and force majeure clause apply fully to the Datto Services. Without limiting them, EnTech is not liable for lost or corrupted data, lost profits, business interruption, loss of use, reconstruction costs, reputational harm, ransom, regulatory penalties, or Vendor failures except to the limited extent liability cannot legally be excluded.

No EnTech employee or subcontractor assumes fiduciary, insurer, records-custodian, compliance-officer, disaster-management, or emergency-response duties by providing the Datto Services. Service fees are based on the contractual allocation of risk in the MSA and this Addendum.

Client will indemnify, defend, and hold harmless EnTech and its personnel from third-party claims, penalties, costs, and expenses arising from Client data, unlawful or unauthorized backup content, Client instructions, Client's failure to maintain safeguards or legal authority, Client or third-party changes, or Client's breach of this Addendum, subject to the MSA.

18. Service Records, Changes and Cooperation

EnTech tickets, portal records, monitoring logs, reports, accepted quotes, and Vendor records are evidence of service activity, configuration, notices, and charges, subject to correction of demonstrable

error. Client must report a material discrepancy within ten business days after receipt of a report or invoice.

EnTech may make routine administrative changes consistent with the Order Form. Material scope, pricing, protected-system, retention, ownership, or commitment changes require an accepted quote, Order Form, change order, or other written authorization. Client will execute documents reasonably required for Vendor transfer, cancellation, warranty, return, or migration.

19. Survival and Severability

Payment and Vendor-Commitment obligations; data export and deletion provisions; ownership and return duties; disclaimers; limitations of liability; indemnification; confidentiality; dispute resolution; and any terms that by their nature should survive will survive expiration or termination. If a provision is unenforceable, it will be modified only to the minimum extent necessary while preserving its risk-allocation and cost-recovery purpose.

20. Entire Datto Agreement; No Third-Party Beneficiaries

This Addendum, the MSA, the accepted Order Form, any incorporated technical schedule or exhibit, and incorporated Vendor Terms constitute the parties' complete agreement regarding the Datto Services. Vendor is not an agent or partner of EnTech, and no Vendor or other third party is a beneficiary of this Addendum. Any amendment must be in writing and signed or accepted through a method authorized by the MSA.

Incorporation and Acceptance

This Addendum is incorporated into each accepted EnTech quotation or Datto BCDR order form that expressly references it. Client accepts this Addendum by electronically signing or otherwise accepting the related Order Form through an authorized method. No separate signature on this Addendum is required unless EnTech expressly requests one.