

Addendum to Master Services Agreement

- i. This service addendum is made pursuant to the Master Services Agreement (The “Agreement”) between (1) the customer (who is identified in the accompanying electronic rider, the terms of which are explicitly incorporated herein) and the customer’s affiliates (collectively the “Customer”) and (2) Dynamic Quest, LLC (“Dynamic Quest”).
- ii. Term of Service: This Addendum will remain in effect until the termination date of the Agreement.

Definitions

BIOS, or Basic Input/Output System, is a type of Firmware used to perform hardware initialization during the booting process (power-on startup) and to provide runtime services for operating systems and programs. It is stored in non-volatile memory on the computer's motherboard, such as ROM, EEPROM, or flash memory. The BIOS firmware is essential for the basic functioning of a computer, as it initializes and tests the system hardware components (like the keyboard, display, and storage) and loads a boot loader from a mass storage device, which then initializes the operating system.

Firmware is a type of software that provides low-level control for a device's specific hardware. It is typically stored in non-volatile memory such as ROM, EEPROM, or flash memory. Firmware is essential for the basic functioning of hardware devices, enabling them to perform their tasks and interact with other software and hardware components. For more complex devices, it provides low-level control and hardware abstraction services to higher-level software like an operating system.

Operating System (OS) is system software that manages computer hardware and software resources and provides common services for computer programs. It handles tasks such as input, output, network connections, storage, and resource allocation. The OS acts as an intermediary between applications and the computer hardware, ensuring that different programs can run simultaneously without interfering with each other.

Patch is a piece of code designed to update, fix, or improve an existing software program. Patches are often used to address security vulnerabilities, fix bugs, or enhance the functionality and performance of the software. They can be applied to various types of software, including operating systems, applications, and firmware. Patches are typically provided by the software vendor and can be distributed as executable files or data files that modify the target program's code. They are essential for maintaining the stability, security, and usability of software systems. A patch does not require a new version or sub-version number or a code change requiring a new version or sub-version number.

Addendum B: Firmware/Operating System (OS) Patches and Updates



Update is a set of changes made to a software program to improve its performance, fix bugs, enhance security, or add new features. Unlike patches, which typically address specific issues, software updates often involve significant modifications to the program. They may introduce new features, change the user interface, or even overhaul the entire software architecture. Updates include any version X or X.X or X.XX.

Upgrade refers to a major update to a software program that introduces significant changes or entirely new features. Unlike a software update, which typically involves minor improvements or bug fixes, a software upgrade often involves substantial modifications to the software's functionality, user interface, or architecture.

Description of the Addendum

This Addendum outlines the policy for firmware and operating system patches, updates and upgrades for equipment Managed or Co-Managed by Dynamic Quest.

This Addendum applies to the following:

- **Equipment:** Equipment on which Dynamic Quest is providing manage or co-manage services and the equipment is listed in Addendum A.
- **Types of Software:** Firmware and Operating Systems.
- **Types of Fixes:** Emergency Patches, Updates and, in limited situations, Upgrades.
- **Software Vendors:** Patches, Updates and Upgrades issued by the equipment manufacturer, Microsoft or Apple. Collectively known as “Vendors”.
- **Types of distribution:** Patches, Updates and Upgrades issued by Dynamic Quest.
 - Patches, Updates and Upgrades issued directly to the equipment by the vendor are outside the scope of this document.

Please see the tables at the bottom of this Addendum. The tables detail which types of software and types of fixes are supported on different equipment categories.

If a Firmware or OS Upgrade is not provided as part of this Addendum, the Customer may engage Dynamic Quest to perform the OS Upgrade as a separately funded project in accordance with Addendum E.

Only Patches, Updates and Upgrades detailed in this Addendum are provided by Dynamic Quest. No other Addendums or Service Descriptions provide for Patches, Updates and Upgrades.

Addendum B: Firmware/Operating System (OS) Patches and Updates



- **Emergency Patch:** a patch designated by the Vendor for immediate release.
 - Dynamic Quest will address Emergency Patches without delay.
- **Updates or Upgrades:** changes that are not designated by the Vendor for immediate release.
 - Updates or Upgrades will be addressed nine (9) months after they have been released.
 - The purpose of the delay is to allow code issues to be fixed by the Vendor prior to release.

Restrictions

- Equipment older than five (5) years old may be excluded from Updates or Upgrades, as determined by Dynamic Quest.
- Equipment not under warranty may be excluded from Updates or Upgrades, as determined by Dynamic Quest.
- Software not under a service agreement may be excluded from Updates or Upgrades, as determined by Dynamic Quest.
- Customer owned equipment that is not running the latest version of Firmware or OS is addressed below, in “Customer Responsibilities”.
- Firmware or OS Updates or Upgrades, when included, are limited to one (1) Update or Upgrade per year.

Business Applications

- 1) Business Applications are software programs such as ERP software, Quickbooks or other similar software.
- 2) Business Applications are excluded from this Addendum.
- 3) If the Customer elects to have Dynamic Quest Patch, Update or Upgrade a Business Application, the work will be performed as a project in accordance with Addendum E.

Firmware / OS Patches and Update Process

Emergency Patches

- 1) An Emergency Patch is a patch designated by the Vendor for immediate release.
- 2) Dynamic Quest will push out the Emergency Patch when received from the Vendor.
 - a) The Emergency Patch will not be tested by Dynamic Quest.
 - b) The Emergency Patch will be scheduled for the next available time slot as determined by Dynamic Quest.
 - i) The scheduling of when to apply the Emergency Patch will be impacted by the total number of devices requiring the Emergency Patch and the time required to properly deploy the Emergency Patch
 - ii) Dynamic Quest will alert the Customer of the Emergency Patch.
 - c) Dynamic Quest will assist with any issues created by the Emergency Patch.
 - i) Dynamic Quest will work with the Vendor on behalf of the Customer for Emergency Patch issues.
 - d) Any adverse impacts to the Customer equipment or network due to the emergency patch is the responsibility of the Vendor.

Updates

- 1) The decision to perform a Non-Emergency Update will be made by Dynamic Quest.
- 2) **Update Preparation:**
 - a) Dynamic Quest will obtain the current software version number running on each of the equipment involved in the Update.
 - b) Dynamic Quest will read through the Update notes provided by the Vendor.
 - i) Dynamic Quest will not test the Update in a lab.
 - c) Dynamic Quest will review the configuration on the impacted equipment and highlight any concerns from the Vendor's notes.
 - d) Dynamic Quest will contact the Customer and advise the Customer of the need to perform the Update.
 - i) Dynamic Quest will indicate if:
 - (1) The Update is service impacting; and,
 - (2) If the equipment will need to be rebooted after the Upgrade.
 - e) The Customer provides Dynamic Quest with the days and times of day when the Update can be performed on their equipment.
 - v) The Customer must:
 - (1) Make their equipment available for Updates at least four (4) days a week.
 - (a) Three (3) of the four (4) days must be between Monday – Friday.

Addendum B: Firmware/Operating System (OS) Patches and Updates



- (b) On each available day, the Customer must provide a six (6) consecutive hour window for Updates to be completed.
- f) Dynamic Quest and the Customer will select a single piece of equipment for the first upgrade.
- g) The Customer will put the balance of the equipment into a priority list for upgrades.
- 3) **Update Deployment:**
 - a) As may be required from time to time, Dynamic Quest will perform maintenance tasks to keep the environment running efficiently and to minimize exposure against the latest security threats. For many of these updates to be installed properly, the equipment must be restarted.
 - i) Dynamic Quest, to the extent practicable, endeavors to restart Customer systems, as necessary, in the daily regular maintenance window of 12:00am and 3:00 am (EST). If a reboot is required outside of this time frame Dynamic Quest will endeavor to advise the Customer.
 - b) Dynamic Quest will:
 - i) Perform the Update on the single piece of equipment agreed to by Dynamic Quest and the Customer.
 - (1) Only this piece of equipment will be upgraded to allow both parties to observe the equipment and confirm it is working properly with the new firmware.
 - (2) The observation period will be no shorter than forty-eight (48) hours and no longer than ninety-six (96) hours.
 - ii) When both parties agree the piece of equipment is operating properly using the Update or after ninety-six (96) hours, whichever is shorter, Dynamic Quest will perform firmware upgrades on all the equipment, using the priority list provided by the Customer.
 - (1) Dynamic Quest will provide the Customer with a plan showing the day and time each piece of equipment will be updated.
 - (a) Dynamic Quest will estimate the total time it will take to complete the Update and budget that time for each piece of equipment.
 - (2) If the Customer wants to remove a piece of equipment from the update list or delay the update for a piece of equipment, the Customer must give Dynamic Quest forty-eight (48) hours notice prior to the scheduled upgrade.
 - (a) The piece of equipment that is removed from the update schedule by the Customer will be re-scheduled at the end of the Update schedule.
 - (3) Multiple pieces of equipment will be updated in a single night. The total number of pieces of equipment updated in a day is at the discretion of Dynamic Quest.
 - (4) If an Update fails during implementation, Dynamic Quest will attempt to troubleshoot and, if the Update cannot be updated in a reasonable period of time, Dynamic Quest will revert the equipment to the previous version.
 - (a) The decision to revert will be made by Dynamic Quest.

Addendum B: Firmware/Operating System (OS) Patches and Updates



- (b) Any pieces of equipment which fails to be upgraded will be re-scheduled at the end of the Update schedule.
- (c) Every Update attempt after the 2nd attempt, will be invoiced by Dynamic Quest to the Customer according to Addendum E.
- (5) During or after a Update, if a piece of equipment is not operating properly, Dynamic Quest will troubleshoot the issue as part of the Update process.

Customer Responsibilities

- 1) The Customer must ensure that any equipment to be Patched or Updated is:
 - a) Connected to the internet; and,
 - b) Powered "on"; and,
 - c) Screen Saver is deactivated.
 - d) Failure to do the above will result in Patches or Updates not being applied.
- 2) **For equipment owned by the Customer:**
 - a) The Firmware and OS must be fully updated by the Customer prior to Dynamic Quest providing manage or co-manage services for the Customer provided equipment.
 - b) If the equipment Firmware and/or OS are not fully updated, the Customer may engage Dynamic Quest to update the equipment as a project, for an additional charge, in accordance with Addendum E.
- 3) **Customer elects not to update the equipment owned by the Customer prior to providing Dynamic Quest Manage or Co-Manage services on the equipment:**
 - a) Dynamic Quest will apply Emergency Patches when applicable on the Customer provided equipment.
 - i) If the equipment fails to operate after the Emergency Patch, the Customer may request Dynamic Quest to trouble shoot the issue and the Customer will be invoiced by Dynamic Quest according to Addendum E.
 - b) Dynamic Quest will not be responsible for any Updates on the Customer provided equipment.
 - i) The Customer may elect to request Dynamic Quest to apply an Update as a project to be invoiced by Dynamic Quest according to Addendum E.
 - (1) The Customer may elect to stop the contracted Update work by Dynamic Quest.
 - (a) The Customer must provide written notice via email to the Dynamic Quest Project Manager forty-eight (48) hours in advance, asking Dynamic Quest to stop the Update work.
 - (b) The Customer will be responsible for 100% of all the work performed by Dynamic Quest. All charges will be in accordance with Addendum E.

Addendum B: Firmware/Operating System (OS) Patches and Updates



- c) If the Customer engages a 3rd party to perform Patches, Updates or Upgrades on equipment managed by Dynamic Quest, Dynamic Quest's involvement in the Patches, Updates or Upgrades process will be invoiced to the Customer according to Addendum E.
- 4) If the Customer elects to delay the deployment of an Emergency Patch, the Customer:**
 - a) Assumes the risk associated with delaying the Emergency Patch.
 - b) Any security event resulting from delaying the Emergency Patch will disqualify the Customer from Reactive Remediation unless the Customer elects to pay for the Reactive Remediation, in accordance with Addendum E.

Addendum B: Firmware/Operating System (OS) Patches and Updates



The following provides details When Firmware / Operating System (OS)
Patches, Updates and Upgrades will be provided by Dynamic Quest

Workstations

Service	Management	Co-Management	Monitoring
Emergency Patch	Provided in accordance with the language above.	Not included unless the Workstation Management service is purchased.	Not Included.
OS Updates	Includes: • Windows Workstations: Will automatically provide qualified updates according to the language above. A reboot of the workstation is required. • Apple MAC Workstations: Will provide qualified updates according to the language above upon request. • Linux based systems or any other technology are excluded.	Not included unless the Workstation Management service is purchased. Included if the Workstation Management service is purchased: • Windows Workstations: Will provide qualified updates according to the language above automatically. A reboot of the workstation by the user is required. • Apple MAC Workstations: Will provide qualified updates according to the language above upon request. • Linux based systems or any other technology are excluded.	Not Included.
Firmware Updates	Firmware updates can cause significant	Not included unless the Workstation	Not Included.

Addendum B: Firmware/Operating System (OS) Patches and Updates



	issues. Performing Firmware updates should only be done when there are significant improvements that will benefit the Customer's business. Firmware updates will only be performed when requested by a Customer. The Customer must raise a "non-billable" project for the work to be performed. Dynamic Quest will budget one (1) hour per device for the work. If the total project exceeds one (1) hour per device on average, the Customer will be responsible for the additional hours, in accordance to Addendum E. Linux based systems or any other technology are excluded.	Management service is purchased. Included if the Workstation Management service is purchased: Firmware updates can cause significant issues. Performing Firmware updates should only be done when there are significant improvements that will benefit the Customer's business. Firmware updates will only be performed when requested by a Customer. The Customer must raise a "non-billable" project for the work to be performed. Dynamic Quest will budget one (1) hour per device for the work. If the total project exceeds one (1) hour per device on average, the Customer will be responsible for the additional hours, in accordance to Addendum E. Linux based systems or any other technology are excluded.	
OS Upgrade:	Not Included.	Not Included.	Not Included.

Addendum B: Firmware/Operating System (OS) Patches and Updates



Includes sub-version upgrades (example: 11.12 to 11.13) or version upgrades (example: 11 to 12)	Will be a separately priced project in accordance with Addendum E.	Will be a separately priced project in accordance with Addendum E.	
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- Equipment not mentioned are not covered by this addendum.

Addendum B: Firmware/Operating System (OS) Patches and Updates



Servers (Includes Windows and VM Ware. Excludes Linux.)

Service	Management	Co-Management	Monitoring
Emergency Patch Includes Windows, and VM Ware. Excludes Linux.	Provided in accordance with the language above.	Provided in accordance with the language above.	Not Included.
OS Updates	Provided in accordance with the language above.	Provided in accordance with the language above.	Not Included.
Firmware Updates	• Provided in accordance with the language above. • Includes Bios or other Firmware Updates. • The equipment must be under warranty and have an iLO (for HP) or iDrac (for Dell) or similar advanced license.	• Provided in accordance with the language above. • Includes Bios or other Firmware Updates. • The equipment must be under warranty and have an iLO (for HP) or iDrac (for Dell) or similar advanced license.	Not Included.
OS Upgrade: Includes sub-version upgrades (example: 11.12 to 11.13) or version upgrades (example: 11 to 12)	Not Included. Will be a separately priced project in accordance with Addendum E.	Not Included. Will be a separately priced project in accordance with Addendum E.	Not Included.

- Equipment not mentioned are not covered by this Addendum.

Addendum B: Firmware/Operating System (OS) Patches and Updates



Infrastructure Equipment – Including Equipment licensing

Infrastructure Equipment are Wi-Fi, Switches, Routers, Firewalls or similar devices managed by Dynamic Quest.

Service	Management	Co-Management	Monitoring
Emergency Patch	Provided in accordance with the language above.	Provided in accordance with the language above.	Not Included.
OS Updates	Provided in accordance with the language above.	Provided in accordance with the language above.	Not Included.
Firmware Updates	• Provided in accordance with the language above. • Includes Bios or other Firmware Updates.	• Provided in accordance with the language above. • Includes Bios or other Firmware Updates.	Not Included.
OS Upgrade: Includes sub-version upgrades (example: 11.12 to 11.13) or version upgrades (example: 11 to 12)	Not Included. Will be a separately priced project in accordance with Addendum E.	Not Included. Will be a separately priced project in accordance with Addendum E.	Not Included.

- Equipment not mentioned are not covered by this Addendum.

This Addendum explains the service to be provided by Dynamic Quest. This Addendum may be adjusted at any time by Dynamic Quest for accuracy. Please contact your sales representative or go to our on-line service description site for the latest service description.

https://info.dynamicquest.com/service_description