

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

- **External Audit** is a formal examination of an organization conducted by an independent third party, known as the External Auditor. The primary objective of an External Audit is to provide an unbiased opinion on whether the company complies with the requirements of an organization, licensing organization or the requirements for a specific classification.
- **Internal Audit** is an independent, objective assurance and consulting activity designed to add value and improve a company’s operations or to assess the company’s compliance with the requirements of an organization, licensing organization or the requirements for a specific classification.

Description of the Addendum

Dynamic Quest does not perform audits nor does it represent its Customers for an audit. Dynamic Quest will provide External Audit support to the Customer. Dynamic Quests support is for the services the Customer is actively procuring from Dynamic Quest.

This addendum describes the External Audit support provided by Dynamic Quest for Customers.

- 1) For **Internal Audits**, a Customer may engage in a project with Dynamic Quest for Internal Audit support, according to Addendum E and the “Project for an Internal or External Audit” section below.
 - a) No complimentary support is provided for Internal Audits.
 - b) Complimentary External Audit support with the purchase of Governance, Risk Management and Compliance (GRC) is not applicable to Internal Audits.
- 2) For **External Audits**, the Customer may:
 - a) Purchase the Dynamic Quest Governance, Risk Management and Compliance (GRC) service for a minimum of 36 months and receive some complimentary External Audit assistance.

- i) If GRC is purchased, Dynamic Quest will provide sixteen (16) hours of complementary support per External Audit, as specified in the “External Audit Steps” below.
 - ii) Any External Audit support requires the Customer to engage in a Project with Dynamic Quest according to Addendum E and the “Project for an Internal or External Audit” section below.
 - (1) A project is required for complementary support and/or support purchased from Dynamic Quest from the Customer.
 - b) If the Dynamic Quest Governance, Risk Management and Compliance (GRC) service is not purchased and the Customer want Dynamic Quest support for an External Audit, the Customer must engage in a Project with Dynamic Quest according to Addendum E and the “Project for an Internal or External Audit” section below.
- 3) External Audit support are the actions taken by Dynamic Quest upon request of the Customer or the External Auditors. External Audit support includes, but is not limited to:
- a) Attending meetings with the Customer to discuss an External Audit.
 - b) Attending meetings with the External Auditors.
 - c) Presentation to the Customer board regarding the External Audit.
 - d) Answering questions from an External Auditor or from the Customer related to the External Audit topics.
 - e) Taking screen shots to provide to the External Auditors.
 - f) Providing documentation for the External Audit.
 - g) Consult on DQ specific responsibilities related to Customer policies.
 - i) The Customer is responsible for writing policies.
 - h) Making changes to the network to comply with the External Audit.
- 4) External Audit support limits:
- a) Dynamic Quest will support one (1) External Audit per organization, licensing organization or specific classification every 365 days.
 - b) Dynamic Quest will support a maximum of two (2) External Audits per calendar year per Customer.

Dynamic Quest supports External Audits with multiple Customers, often with the same Dynamic Quest resources. Support is provided on a first come / first serve basis. Dynamic Quest will decide the allocation of resources for each External Audit.

Dynamic Quest may delay External Audit support if multiple Customers have requested External Audit support at the same time. The decision to delay will be made exclusively by Dynamic Quest.

The GRC tool is provided as part of the GRC Service. Please refer to the GRC service description for more information.

Project for an Internal or External Audit

- 1) To engage Dynamic Quest for any External Audit support, the Customer must engage in a project. The project must provide:
 - a) The name of the External Audit.
 - b) External Auditor company names and individual External Auditor names (if available).
 - c) A description of the support the Customer expects from Dynamic Quest.
 - d) An anticipated timeline for the External Audit.
 - e) The anticipated completion date of the External Audit.
- 2) The Customer must create a project for the External Audit a minimum of twenty (20) days prior to the official start of the External Audit.
 - a) External Audit Projects created less than twenty (20) calendar days prior to the start of the External Audit will have an expedite fee equivalent to five (5) hours of a vCICO's hourly rate in accordance with Schedule E.

Complementary External Audit Support

- 1) If a Customer purchases the GRC service from Dynamic Quest, Dynamic Quest will provide:
 - a) The first eight (8) hours of support provided by a Dynamic Quest vCIC will be complimentary and,
 - b) The first eight (8) hours of support provided by the Security, Operations, Engineering or Project Management teams will be complimentary.
 - c) Complimentary hours are the first hours spent on an External Audit by Dynamic Quest resources. Customers are not permitted to assign which hours are complimentary nor may a Customer "bank" complimentary hours for a future use.
 - i) Unused complimentary hours do not carry forward to the next calendar year.
 - d) After the complimentary hours of either group has been used, the Customer will be invoiced for time of the Dynamic Quest people performing tasks related to the External Audit in accordance with the project and Addendum E.
 - e) This is defined as "Complimentary Support".
- 2) Dynamic Quest will not provide dedicated resources to a Customer for an External Audit.

External Audit Steps

- 1) An External Audit starts with a meeting between Dynamic Quest and the Customer to go over the External Audit scope, requirements and where the Customer will require support.
 - b) Dynamic Quest will advise the Customer if the External Audit support requested by the External Auditors or Customer cannot be delivered by Dynamic Quest.

- 3) The Customer is responsible for managing the External Audit and for all communications to the External Auditors and from the External Auditors.
 - a) Dynamic Quest will not assign a project manager for the External Audit unless the Customer specifically requests a project manager for the project and the project manager hours are properly invoiced in accordance with the project and Addendum E.
- 4) External Audit Questions:
 - a) All questions to be answer by Dynamic Quest must be applicable to the services provided by Dynamic Quest to the Customer.
 - i) For example, if the question pertains to the firewall:
 - (1) If the Customer purchases the managed firewall service from Dynamic Quest, Dynamic Quest will endeavor to answer the question.
 - (2) If the Customer manages their own firewall, the question will be answered by the Customer.
 - b) The Customer or the External Auditors may have written questions. If the questions pertain to services provided by Dynamic Quest to the Customer, Dynamic Quest will endeavor to answer the questions.
 - c) Dynamic Quest will work on up to ten (10) questions at any point in time and will respond to the questions within one (1) week after receipt of the questions.
 - i) If the Customer or External Auditors present twenty (20) questions either all at once or over several days, Dynamic Quest will answer ten (10) questions the first week and the other ten (10) questions the second week.
 - d) Answering questions will count against the hours of the External Audit project.
- 5) Customer network changes required to comply with the External Audit will be completed by Dynamic Quest and the time required to make the changes will be invoiced in accordance with the project and Addendum E.
- 6) If the Customer requires on-site support for External Audit meetings or to complete network changes for an External Audit, the Customer must cover all travel costs and all hours related to travel and attendance on-site by the Dynamic Quest representative.

External Audit Findings / Remediation

After the completion of the External Audit, Dynamic Quest will meet with the Customer to review the External Audit findings.

- Any findings requiring additional network equipment will be the responsibility of the Customer.
- Any findings requiring additional software or licenses will be the responsibility of the Customer.

- Any findings requiring network changes or updates to existing equipment, software, licenses, set-up or configurations will be performed by Dynamic Quest free of charge if the change or update is in accordance with services provided by Dynamic Quest.
 - For example
 - The External Audit finding requires a change to the firewall configuration.
 - If the Customer has an active Managed Firewall service from Dynamic Quest, Dynamic Quest will make the configuration change.
 - If the Customer manages their own firewall or has another party manage their firewall, then Dynamic Quest will not make the configuration change.
 - If the configuration change requires a new license, the Customer is responsible for paying for the new license.

External Audit Documentation

Dynamic Quest will retain documentation related to the External Audit for One (1) year.

External Audit Responsibility

Dynamic Quest does not warrant or assure a Customer or the Customer's network will comply with or successfully "pass" an External Audit. It is the Customer's responsibility to understand the External Audit requirements and assess if the Customer's network is compliant with the External Audit requirements.

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