

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.

This service is discontinued

Description of the Service

Azure Backup is a scalable, secure, and cost-effective solution for backing up and restoring data in the Microsoft Azure cloud. It provides a comprehensive backup strategy for various workloads, including virtual machines, SQL databases, and file shares, ensuring data protection and business continuity. The service is also used to store infrequently accessed data in a cost-effective manner while maintaining easy access when needed.

Key Features of the Service include:

- 1) **Scalability:** Easily scale back-up storage to meet growing data needs without worrying about infrastructure management.
- 2) **Security:** Data is encrypted both in transit and at rest, ensuring that back-ups are protected against unauthorized access.
- 3) **Cost-Effective:** Pay only for the storage used, with no upfront costs or termination fees.
- 4) **Automated Backups:** Schedule back-ups to run automatically, reducing the risk of data loss due to human error.
- 5) **Restore Options:** Quickly restore data to its original location or to an alternate location, providing flexibility in disaster recovery scenarios.
- 6) **Compliance:** Meet regulatory and compliance requirements with built-in features like retention policies and immutable backups.

This service description explains the service to be provided by Dynamic Quest. This service description 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

Service Set-up

The Service set-up does not include:

- 1) Site Surveys; and,
- 2) Migration efforts from another service to this service; and,
- 3) Removing, organizing or arranging files on an endpoint; and,
- 4) Removal or disposing of equipment not owned by Dynamic Quest.

Pricing

Services will be invoiced one (1) month in arrears since some Azure pricing is based on usage.

The following billing elements are used to invoice for this service:

- Azure Services Implementation – A non-recurring charge for setting up the Azure Back-up environment.
- Azure Backup Management - A monthly recurring charge for back-up services.
- Azure Network Management - A monthly recurring charge for management of the Azure back-ups.

Service Limitations

In addition to other limitations and conditions set forth in this Service Description, the following service and support limitations are expressed:

- Azure is a cloud service provided by Microsoft. Dynamic Quest is an official reseller for Microsoft Azure services. What is and is not allowed, how features function, how pricing is implemented and any changes to Azure during the contract term will be dictated by Microsoft. Dynamic Quest will pass through Microsoft changes to the Customer.
- Dynamic Quest expects the use of a fully implemented Microsoft local Active Directory or Azure AD structure, which facilitates and streamlines management, oversight, security, and project implementations. If a reactive support solution requires substantial time to implement due to the absence of a fully implemented Microsoft local or Azure Active Directory structure, Dynamic Quest, at its sole discretion, may bill the extra time as hourly out of scope in accordance with Addendum E (*use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description*).
- Responsibility for workstation, server and network equipment software version upgrades are described in Addendum B (*use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description*).

- Any audit support provided by Dynamic Quest will be in accordance with Addendum F (*use this link to go to the Service Description site with the Addendums:*
https://info.dynamicquest.com/service_description).
- Customer Hardware and Systems must be current in hardware and software standards to support the customer's existing operating environment. This requires: Warrantable, serviceable and able to support and perform Customer's current business operating environment.
- Customer understands that no monitoring service, software product, or training program can fully protect them from digital theft. DYNAMIC QUEST HAS NO OTHER EXPRESS OR IMPLIED GUARANTEES, WARRANTIES, OR CONDITIONS beyond those provided by the Agreement.

Customer Responsibilities

- 1) Customer grants permission for Dynamic Quest to have secure remote access into Customer's network for management, reporting, alerting, and support functionality.
- 2) Customer will promptly notify Dynamic Quest of any events/incidents that could impact the services defined within this Addendum and/or any supplemental service needs, and for Dynamic Quest to respond in a timely manner via phone, email, and/or remote access.
- 3) Customer agrees that it will inform Dynamic Quest of any modification, installation, or service performed on the Network by individuals not employed by Dynamic Quest to assist Dynamic Quest in providing an efficient and effective Network support response.
- 4) Customer grants permission for Dynamic Quest to become the CSP (Customer Service Provider) for Microsoft Office 365 licenses, Microsoft 365 licenses, and any instances of Azure Hosting. Dynamic Quest will provide for the management and troubleshooting of any issues as well as Tier One helpdesk. Being the Microsoft assigned CSP allows Dynamic Quest to provide the quickest and most proactive levels of support for our Customers.
- 5) All Dynamic Quest owned equipment:
 - a) The Customer is responsible for providing space for the equipment that meets the following criteria:
 - i) Kept inside a climate-controlled, dry area that is protected from the weather. The climate-controlled area must maintain a temperature between 50 degrees Fahrenheit and 80 degrees Fahrenheit; and,
 - ii) The climate-controlled area must be kept at a humidity between 50% - 80% and provides air flow; and,
 - iii) The area cannot be under construction or have excessive dust.
 - b) Customer is responsible to provide power for the equipment. The power must be in compliance with local electrical regulations. The Customer is responsible for knowing the electrical regulations pertaining to their location; and,
 - c) Customer will provide power conditioning and battery backup for the Appliances; and,

- d) Customer will provide two (2) gigabit network drops and two (2) internal static IP addresses for each piece of Dynamic Quest provided equipment; and,
- e) Equipment must be kept in a location that is secure so that only authorized personnel can access the equipment.
- f) Equipment must be installed in a telecom rack and the rack must be properly installed.
- 6) The Customer is responsible for 3rd party fees for products, software, services, and subscriptions not expressly provided by Dynamic Quest.
- 7) The Customer is responsible for providing adequate and reliable Internet connectivity including appropriate bandwidth.
 - a) All network connections from the Internet Provider (ISP) to the endpoint are minimum 1GB handoffs.
 - b) The Customer is responsible for the wiring within the building.
 - i) The wiring type will impact the internet speed for any equipment connected to the wiring.
 - ii) If the Customer selects high speed internet, it is recommended the Customer confirm the internet speed supported by the wiring type.
 - iii) Installing new wiring may be required in order to obtain higher internet speed.
- 8) Cost of consumables, replacement parts, hardware, software, network upgrades, and associated services owned by the Customer.
- 9) Manufacturer warranty parts and labor/services of equipment owned by the Customer.
- 10) Legal use rights to monitor digital credentials.
- 11) For failed server restoration: Customer must have a vendor supported network-based backup solution that produces Full Bare-Metal Recovery Backups (“Proper Backups”).
 - a) In the absence of Proper Backups, Dynamic Quest, will attempt to restore on a best effort basis and at its sole discretion, may bill the recovery time for failed servers as hourly out of scope in accordance with Addendum E *(use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description)*.
- 12) Customer infrastructure equipment (including switches, Wi-Fi, firewalls, and other similar equipment) must be considered business class equipment and not residential-use equipment AND be a Dynamic Quest support brand and model in Addendum A *(use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description)*.