

Business Continuity & Disaster Recovery



This service replaces the former Qsync service for all customers

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.

Description of the Service

Dynamic Quest Business Continuity and Disaster Recovery (BCDR) Service is a solution designed for our Customers to ensure uninterrupted business operations. This service integrates local backup, disaster recovery, and cloud-based repository, providing a comprehensive solution for data protection and recovery. Dynamic Quest’s BCDR Service is an important part of a Customer’s disaster recovery plan. The Dynamic Quest BCDR Service is not a complete disaster recovery service and it is the Customer’s responsibility to develop a disaster recovery plan and obtain other elements to complete their disaster recovery plan.

Equipment will be deployed to the Customer site for this service. The equipment will perform the back-up operation and data will be stored on the equipment on-site. On-site data will then be saved to the cloud. Restoration of data can take place either from the on-site device or the cloud.

1) Service Features:

a) Data Retention:

- i) Hourly Back-ups: Back-ups are taken hourly every day and retained for seven days.
- ii) Daily Back-ups: An hourly backup is saved as a daily backup and retained for one week.
- iii) Weekly Back-ups: A weekly back-up is retained for one month.
- iv) Monthly Back-ups: The last back-up of each month is the monthly back-up and retained for 1 year.
- v) Upon termination of this service:
 - (a) The data on the device will be removed upon receipt of the device from the Customer.

b) Cloud Retention:

- i) Data Retention:
 - (1) Daily Back-ups: The last hourly back-up is saved to the cloud and retained for one week.

Business Continuity & Disaster Recovery



This service replaces the former Qsync service for all customers

- (2) Weekly Backups: A daily back-up will become the weekly back-up and retained for one month.
 - (3) Monthly Back-ups: A weekly back-up will become the monthly back-up and retained for one year.
 - (4) Upon termination of this service:
 - (a) Dynamic Quest will keep the data in the cloud for thirty (30) days after the termination of the service.
 - ii) Data Center: The data is stored in two diverse, Tier 3 data centers. The data centers are in Pennsylvania and Utah.
 - iii) Immutable: The cloud back-up is immutable meaning unwanted alterations or deletions are blocked to defend against ransomware and breaches.
 - c) **Encryption:** Data is encrypted when in transit, on the device at the Customer site and in the cloud.
 - d) **Ransomware scanning:** Data on the device at the Customer site is scanned for potential malware. If potential malware is detected:
 - i) **For Customers who purchase our Quest Complete or Quest Complete Plus bundles:** The Dynamic Quest security team will review the potential malware detected by the BCDR scanning.
 - ii) **For Customers who do not purchase our Quest Complete or Quest Complete Plus bundles:** Dynamic Quest will alert the Customer to the potential malware and the Customer is responsible for reviewing the potential malware and, if required, removing the malware.
 - e) **Instant Virtualization:** Quickly virtualize systems locally on the appliance or in the cloud to minimize downtime and ensure rapid recovery from any disruption.
 - f) **Patented Technologies:** Includes Inverse Chain Technology™ for reliable backups and Screenshot Verification for recovery assurance.
- 2) **Data Retention Option:** Due to regulatory reasons, Customers may need to retain data in the cloud for seven (7) years. Customers may request seven (7) year data retention for an extra price.
- a) For a seven (7) year retention:
 - i) After one (1) year, one monthly backup is retained for one (1) year.
 - ii) After a year, only a single monthly back-up is retained at any point in time.
 - b) As long as Customers are using Dynamic Quest's BCDR service, restoring data is provided as part of the BCDR service.
 - c) Customers who no longer use Dynamic Quest's BCDR service but require access to the data for restoration purposes will be charged an additional fee for the work involved to make the data available to the Customer.

Note: Data is retained for thirty (30) days after cancellation of the service.

Business Continuity & Disaster Recovery



This service replaces the former Qsync service for all customers

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

Dynamic Quest will do the following to deliver this service:

- 1) Equipment will be sized based on the data back-up requirements of the Customer; and,
- 2) Equipment will be shipped to the Customer site by Dynamic Quest; and,
- 3) Equipment will be installed at the Customer site by Dynamic Quest; and,
- 4) Equipment will be configured for this service by Dynamic Quest.

Once the equipment is configured, the BCDR service begins the back-up process.

Please note:

- a) The Customer is responsible for stopping their previous BCDR service before Dynamic Quest's BCDR service is started. Having two BCDR services operating simultaneously will create issues for the service and the network.
- b) The Customer's servers may need to be rebooted before the BCDR service can start the back-up process on the servers.
- c) The back-up process will utilize bandwidth on the Customer's network and bandwidth on the internet connectivity obtained by the Customer. Dynamic Quest will rate limit (throttle) the BCDR service to use 25 Mbps between 7AM – 6PM (site time) and 1 Mbps for every Terabyte of back-up data between 6PM – 7AM site time.
 - a. The bandwidth calculation uses the total Terabyte capacity of the BCDR solution.
- d) Dynamic Quest may elect to provide a "round trip" service for the initial back-up when the most data is copied to the cloud at one time. Dynamic Quest will decide if a roundtrip is required.
 - a. A roundtrip device is a removable storage device that is plugged into the BCDR service equipment. The data is encrypted on the roundtrip device.
 - b. Once all the data is saved to the roundtrip device, the device is shipped to the cloud storage facility and uploaded to the cloud.
 - c. Once the initial data is uploaded to the cloud, the daily back-ups will have less overall data because the back-ups focus on the data that has changed.
 - d. If a roundtrip device is used, cloud back-ups will be suspended until the transfer of data from the roundtrip device to the cloud is completed.

Business Continuity & Disaster Recovery



This service replaces the former Qsync service for all customers

- e. Dynamic Quest will send a technician to site to install and remove the roundtrip device.
- f. Dynamic Quest does not charge extra for a single round trip device used during the first 30 days starting from when the BCDR service is enabled.

The Service set-up does not include:

- 1) Migration efforts from another service to this service; and,
- 2) Ingesting data saved on another service into the Dynamic Quest BCDR service; and,
- 3) Site Surveys; and,
- 4) Removal or disposing of equipment not owned by Dynamic Quest; and,
- 5) Any activities related to a Customer's disaster recover plan or changes to the disaster recovery plan.

Pricing

Services will be invoiced one (1) month in advance of services provided.

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

- Business Continuity & Disaster Recovery Deployment: A one time, non-recurring charge.
- Business Continuity & Disaster Recovery Service: A monthly recurring charge for the BCDR service.
- Business Continuity & Disaster Recovery Device: A monthly recurring charge for equipment.

Service Limitations

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

- 1) The BCDR service copies data "as is" on the Customer's equipment. If the data is corrupted or tainted in any way, the BCDR service is not designed to know the data is corrupted or tainted. As a result, there is no guarantee the data backed up by the BCDR service is usable.
- 2) 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

Business Continuity & Disaster Recovery



This service replaces the former Qsync service for all customers

accordance with Addendum E (use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description).

- 3) 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).
- 4) 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).
- 5) 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.
- 6) 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) The BCDR service must utilize the Customer's internet connectivity to move data to the cloud for storage.
 - b) Please see the bandwidth requirements in the Service Set-up section above.
 - b) Internet connectivity is the sole responsibility of the Customer.
 - b) Customer will provide the BCDR service unrestricted access to the internet for the purposes of management and replicating base images and image updates to the cloud.
- 1) Customer grants permission for Dynamic Quest to have secure remote access into Customer's network for management, reporting, alerting, and support functionality.
- 1) 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.
- 1) 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.
- 1) 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.
- 1) All Dynamic Quest owned equipment:

Business Continuity & Disaster Recovery



This service replaces the former Qsync service for all customers

- b) The Customer is responsible for providing space for the equipment that meets the following criteria:
 - b) 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,
 - b) The climate-controlled area must be kept at a humidity between 50% - 80% and provides air flow; and,
 - b) 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,
 - b) Customer will provide power conditioning and battery backup for the Appliances; and,
 - b) Customer will provide two (2) gigabit network drops and two (2) internal static IP addresses for each piece of Dynamic Quest provided equipment; and,
 - b) Equipment must be kept in a location that is secure so that only authorized personnel can access the equipment.
 - b) Equipment must be installed in a telecom rack and the rack must be properly installed.
- 1) The Customer is responsible for 3rd party fees for products, software, services, and subscriptions not expressly provided by Dynamic Quest.
- 1) The Customer is responsible for providing adequate and reliable Internet connectivity including appropriate bandwidth.
 - b) 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.
 - iii) The wiring type will impact the internet speed for any equipment connected to the wiring.
 - iii) 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.
- 1) Cost of consumables, replacement parts, hardware, software, network upgrades, and associated services owned by the Customer.
- 1) Manufacturer warranty parts and labor/services of equipment owned by the Customer.
- 1) Legal use rights to monitor digital credentials.
- 1) For failed server restoration: Customer must have a vendor supported network-based backup solution that produces Full Bare-Metal Recovery Backups ("Proper Backups").
 - b) 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*).
- 1) Customer infrastructure equipment (including switches, Wi-Fi, firewalls, and other similar equipment) must be considered business class equipment and not residential-use equipment

Business Continuity & Disaster Recovery



This service replaces the former Qsync service for all customers

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).