

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

- 1) *This service replaces the “Remote Cloud Back-up – Cloud Back-up for Servers” service.*
- 2) Cloud Backup for Servers service is essential for ensuring the safety and availability of data on Customer servers.
- 3) **This service is not designed for mission critical servers.**
 - a) The BCDR back up service is best suited for mission critical servers.
- 4) Key features include:
 - a) **Data Retention on-site:**
 - i) No on-site data retention is provided with this service.
 - ii) No on-site equipment is provided with this service.
 - b) **Data Retention in the cloud:**
 - i) Data Retention:
 - (1) Hourly Back-ups:
 - (a) Back-ups are taken hourly.
 - (b) Hourly back-ups are kept for the most recent seven (7) rolling days.
 - (2) Daily Back-ups:
 - (a) From day 8 - 13, an hourly is retained as a daily back-up
 - (3) Weekly Backups:
 - (a) From day 14 – 30, one daily is retained
 - (4) Monthly Back-ups:
 - (a) From day 31 – the end of the retention period, one monthly is retained.
 - (5) 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.
 - c) **Data Centers:** The data is stored in a data center.
 - d) **Encryption:** Data is encrypted when in transit and in the cloud.
 - e) **Immutable back-up:** An immutable back-up file is **not** retained.
 - f) **Retention Periods:** The Customer may choose between 1 year and 7 year data retention periods.
 - i) Data is only retained when the Customer is paying for the service.

- ii) Data is removed once the service is cancelled by the Customer.
- 5) Since the back-up data is stored in the cloud, the speed of restoration is impacted by the internet speed between the Customer's location and data center where the back-up is stored.
 - a) Example of the estimated time to download information over the internet.

Internet Speed	1TB	3TB	5TB
25 MB	12 Hours	35 Hours	58 Hours
100 MB	3 Hours	9 Hours	15 Hours
500 MB	2/3 Hour	2 Hours	3 Hours
1 Gig	1/3 Hour	1 Hour	1.5 Hours

- b) Dynamic Quest is not responsible for the speed of the internet.
 - c) Internet speed may need to be limited for the cloud data to allow other applications at the Customer location to operate properly.
- 6) **Restoration Limits:**
 - i) Restores are limited to one (1) server per month.
 - (1) Additional servers, above 1: Customer will pay a single fee for each additional server that is restored during a month.

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

To enable this service, Dynamic Quest:

- 1) Needs access to the Customer's server ; and,
- 2) An agent will be installed on the server by Dynamic Quest.

The back-up process will utilize bandwidth on the Customer's network and bandwidth on the internet connectivity obtained by the Customer.

- 1) **Initial back-up after installation of this service:** Dynamic Quest will require a minimum of 100 MBPS to perform an initial back-up of the entire server(s).
- 2) **On-going back-ups:** Dynamic Quest will require a minimum of 25 MBPS for each TB of data on the servers being backed 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 of services provided.

The total data backed up is recalculated each month and the invoice will reflect the total data backed up as of the recalculation date.

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

- 1) Cloud Back-up for Servers Deployment: A one time, non-recurring charge.
- 2) Cloud Back-up for Servers – per 500GB: A monthly fee per 500 GB of storage. The required storage calculation is always rounded up.
 - a) For example, a server with 510GB will pay for 1,000 GB of storage.
- 3) Cloud Back-up for Servers Restore – A one time fee charged when Dynamic Quest restores more than one (1) server during a month.
 - a) The one time fee is for each additional server restored for the month.

Service Limitations

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

- 1) Servers with more than 5TB of data cannot use this service.
 - a) Use the Business Continuity and Disaster Recovery (BCDR) service for servers with data above 5TB.
 - b) Servers whose data grows above 6TB of data must be moved to the Business Continuity and Disaster Recovery (BCDR) service.
- 2) Back-up data is stored in the cloud.
 - a) The public internet is used to move data from the cloud to the Customer's equipment during a restoration.
 - b) The speed the data will travel on the public internet is impacted by many things, including the internet connectivity purchased by the Customer at the Customer site.
 - c) The time to download the back-up data from the cloud is impacted by the speed of the public internet and the total size of the data being downloaded.

- d) Dynamic Quest has no control over the speed of the public internet.
- e) The availability of the internet at the Customer Premise will be limited during the time a back-up download is taking place.
- 3) Supported Operating Systems – This service supports limited operating systems. Please contact Dynamic Quest for a current list of supported operating systems.
- 4) The Cloud Back-up for Servers service copies data “as is” on the Customer’s servers. If the data is corrupted or tainted in any way, the service is not designed to know the data is corrupted or tainted. As a result, there is no guarantee the data backed up by this service is usable.
- 5) 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*).
- 6) 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*).
- 7) 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*).
- 8) 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.
- 9) 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 Cloud Back-up for Servers service must utilize the Customer’s internet connectivity to move data to the cloud for storage.
 - a) Please see the bandwidth requirements in the Service Set-up section above.
 - b) Internet connectivity is the sole responsibility of the Customer.
 - c) Customer will provide the service unrestricted access to the internet for the purposes of management and replicating base images and image updates to the cloud.

- 2) Customer grants permission for Dynamic Quest to have secure remote access into Customer's network for management, reporting, alerting, and support functionality.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) All Dynamic Quest owned equipment:
 - a) 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,
 - c) The climate-controlled area must be kept at a humidity between 50% - 80% and provides air flow; and,
 - d) The area cannot be under construction or have excessive dust.
 - e) 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,
 - f) Customer will provide power conditioning and battery backup for the Appliances; and,
 - g) Customer will provide two (2) gigabit network drops and two (2) internal static IP addresses for each piece of Dynamic Quest provided equipment; and,
 - h) Equipment must be kept in a location that is secure so that only authorized personnel can access the equipment.
 - i) Equipment must be installed in a telecom rack and the rack must be properly installed.
- 7) The Customer is responsible for 3rd party fees for products, software, services, and subscriptions not expressly provided by Dynamic Quest.
- 8) 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.

- 9) Cost of consumables, replacement parts, hardware, software, network upgrades, and associated services owned by the Customer.
- 10) Manufacturer warranty parts and labor/services of equipment owned by the Customer.
- 11) Legal use rights to monitor digital credentials.
- 12) 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*).
- 13) 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*).