Managed Hosting Services: Hosted Back-up

This service replaces the former Hosted Back-up service for all hosting 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

This service is only available in the Dynamic Quest Data Center.

Dynamic Quest Managed Hosting: Hosted Back-up Service is a solution designed for Customers to ensure uninterrupted business operations in the Dynamic Quests hosting environment. This service integrates local backup, disaster recovery, and cloud-based repository, providing a comprehensive solution for data protection and recovery. Dynamic Quest's Hosted Back-up Service is an important part of a hosting Customer's disaster recovery plan. The Dynamic Quest Hosted Back-up 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.

Dynamic Quest equipment in the data center 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.

1) **Service Features:**
   a) **Data Retention On-site:**
      i) Dynamic Quest provides the back-up equipment in the data center. The equipment is shared by all data center Customers purchasing Hosted Back-up.
      ii) Hourly Back-ups: Back-ups are taken hourly every day and retained for thirty days.
      iii) Monthly Back-ups: A full synthetic back-up is taken at the end of each month and stored for thirty days.
      iv) Upon termination of this service:
         (a) The data on the device will be removed upon service termination.
   b) **Cloud Retention:**
      i) Dynamic Quest contracts with a 3rd party data center vendor to store the back-ups in the cloud. Dynamic Quest stores the back-up data in two diverse data centers provided by the 3rd party.
      ii) Data Retention:

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(1) Daily Back-ups: The last hourly back-up is saved to the cloud and retained for thirty days.
(2) Monthly Back-ups: A full synthetic back-up is taken at the end of each month and retained for thirty days.
(3) 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.

iii) Immutable: The cloud back-up is immutable meaning unwanted alterations or deletions are blocked to defend against ransomware and breaches.
iv) The bandwidth to move the back-ups into the cloud is provided by Dynamic Quest.

c) **Encryption:** Data is encrypted when in transit, on the device in the data center and in the cloud.

2) **Data Retention Option:** Due to regulatory reasons, Customers may need to retain data in the cloud for one (1) or seven (7) years. Customers may request one (1) or seven (7) year data retention for an extra price.
a) Thirty (30) day retention is included in the base service.
b) One (1) year retention:
i) Hourly back-ups for month 1; and,
ii) Weekly back-ups for months 2-6; and,
iii) Monthly back-ups for months 7 - 12.
c) Seven (7) year retention:
i) Hourly back-ups for month 1; and,
ii) Weekly back-ups for months 2-6; and,
iii) Monthly back-ups for months 7 – 12; and,
iv) 1 year back-up for months 13 - 84.

3) **Restoration:**
a) As long as Customers are using Dynamic Quest's Hosted Back-up service, restoring data is provided as part of the Hosted Back-up service.
b) Customers, who no longer use Dynamic Quest's Hosted Back-up service, have thirty (30) days from the termination of the service to access their data. Customers will be charged an additional fee for the work involved to make the data available.
c) The back-up equipment in the data center is used to restore the back-up to the hosted server.
i) Customers may not operate their servers on the back-up equipment in the data center.
d) Customers may temporarily operate their servers via the cloud.
i) Customers may operate their servers on the cloud back-up for seven (7) days in a calendar year.
(1) For clarity: seven (7) days in a calendar year per server.

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(2) After seven (7) days, Dynamic Quest will invoice the Customer the charges Dynamic Quest is invoiced by the cloud provider related to the Customer usage plus a twenty five percent (25%) upcharge.
   (a) For example, if Dynamic Quest is invoiced $1 by the cloud provider, Dynamic Quest will invoice the Customer $1.25.

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

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) All set-up activities will be performed by Dynamic Quest in the Dynamic Quest Data Center.

Please note:

a) The Customer is responsible for stopping their previous Hosted Back-up service before Dynamic Quest's Hosted Back-up service is started. Having two Hosted Back-up services operating simultaneously will create issues for the service and the network.
b) The Customer's servers may need to be rebooted before the Hosted Back-up service can start the back-up process on the servers.
c) The Roundtrip feature for moving data to the cloud is not available with this service.

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 Hosted Back-up 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 recovery plan or changes to the disaster recovery plan.

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Pricing

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

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

- Hosting-Back-up per Gig – 30-day - A monthly recurring charge for each Gigabit of data back-up. Back-ups are held for 30 days.
- Hosting-Back-up per Gig – 1-year - A monthly recurring charge for each Gigabit of data back-up. Back-ups are held for 1 year.
- Hosting-Back-up per Gig – 7-year - A monthly recurring charge for each Gigabit of data back-up. Back-ups are held for 7 years.

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 Hosting-Back-up service copies data "as is" on the Customer's equipment. If the data is corrupted or tainted in any way, the Hosted Back-up 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 Hosted Back-up 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 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,

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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) 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:
   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.

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6) The Customer is responsible for 3rd party fees for products, software, services, and subscriptions not expressly provided by Dynamic Quest.
7) Cost of consumables, replacement parts, hardware, software, network upgrades, and associated services owned by the Customer.
8) Manufacturer warranty parts and labor/services of equipment owned by the Customer.
9) Legal use rights to monitor digital credentials.
10) 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)*.

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