

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

Managed Hosting Services : Hosted Back-ups is a Business Continuity and Disaster Recovery (BCDR) Service for Customers using the Dynamic Quest Managed Hosting Services. This service provides a comprehensive solution for data protection and recovery and is an important part of a Customer’s disaster recovery plan. 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.

Features of the Hosted Back-up Service include:

- 1) Data Retention:
 - a) Hourly Back-ups: Back-ups are taken hourly every day and retained for thirty (30) days.
 - b) Upon termination of this service the data on the device will be removed immediately.
- 2) Cloud Retention:
 - a) Data Retention:
 - i) The base back-up image will be retained for ninety (90) days.
 - ii) Hourly Back-ups: Hourly back-ups are saved to the cloud and retained for thirty (30) days.
 - iii) Upon termination of this service Dynamic Quest will keep the data in the cloud for thirty (30) days after the termination of the service.
 - b) Data Center: The data is saved on a device in the Dynamic Quest data center in North Carolina plus data is stored in the Cloud.
 - c) Encryption: Data is encrypted when in transit, on the device in the Dynamic Quest data center and in the cloud.
 - d) Instant Virtualization: Quickly virtualize systems locally on the appliance to minimize downtime and ensure rapid recovery from any disruption.

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) Ensure available space on the back-up equipment to support the Customer.
- 2) 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:

- 1) The Customer is responsible for stopping their previous back-up or BCDR service before Dynamic Quest's Hosted Back-up service is started. Having two back-up/BCDR services operating simultaneously will create issues for the service and the network.
- 2) The Customer's servers may need to be rebooted before the Hosted Back-up service can start the back-up process on the servers.

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 advance of services provided.

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

- Hosting-Back-up per Gig- A monthly recurring charge for each Gigabit of data back-up.

Service Limitations

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

- The Hosted Back-up service copies data "as is" in the Customer's environment. If the data is corrupted or tainted in any way, the Hosted Back-up service is not designed to identify if the data is corrupted or tainted. As a result, there is no guarantee the data backed up by this service is usable.
- Non-OEM Microsoft Windows operating system licenses are required to run virtualized environment on the back-up equipment. The Customer is responsible for obtaining and provisioning non-OEM licenses on Customer equipment.

- 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*).