

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) Co-Manage is a support service designed for Customers who have technical IT staff and require Dynamic Quest to provide support only to the technical IT staff.
- 2) Co-Manage includes network and device monitoring, Tier 2 and Tier 3 support for the Customer.
 - a) Tier 1 support for Customers end-users is not part of this service.
- 3) Co-Manage is only available for Services provided by Dynamic Quest.
 - a) Services include 24/7/365 Service Monitoring
 - b) Trouble Ticketing for Tier 2 and Tier 3 tickets unless otherwise specified
- 4) 24/7/365 Service Monitoring: Continuous service monitoring will be performed by Dynamic Quest systems:
 - i) Co-Manage will monitor the services provided by Dynamic Quest and infrastructure equipment provided by Dynamic Quest.
 - ii) Co-Manage will not provide services for workstations unless the Manage Service Desk : Workstation Management is purchased from Dynamic Quest by the Customer.
 - (1) Workstation Management will not include Tier 1 support unless the Customer purchases Managed Service Desk : Manage Services too.
 - iii) Any device being monitored must:
 - (1) Be powered on; and,
 - (2) Connected to the internet; and,
 - (3) Have monitoring software installed by Dynamic Quest on the device.
- 5) Trouble Tickets:
 - (1) Tier 1 tickets raised by the Customer end user will be addressed by the Customer’s technical IT staff.
 - (a) The Customer will have their own ticketing system for their Tier 1 users and technical IT staff.
 - (2) When a service alarm or issue is detected and after the appropriate soak period:

- (a) For alarms or issues related to end users, Dynamic Quest will advise the Customer of the alarm or issue so the Customer's technical IT staff can address the alarm or issue.
 - (b) For alarms or issues related to the Customer's network and infrastructure equipment monitored by Dynamic Quest, Dynamic Quest will create a trouble ticket on behalf of the Customer and Dynamic Quest will begin trouble shooting the ticket.
- (3) The Customer's technical IT staff has the option to raise a trouble ticket with Dynamic Quest.
- (4) Trouble tickets will be addressed as described in Addendum D (*use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description*).
- 6) Security Remediation:
 - i) Security Remediation is not included in Co-Manage unless the Customer purchases the Workstation Add-On with Co-Manage.
 - ii) Security Remediation is included in the Co-Manage service if the Customer meets the Qualifications, as defined in Addendum C (*use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description*).
 - iii) Addendum C provides the definition of Remediation.
 - iv) Addendum C provides what is required for a Customer to qualify for security remediation.
 - v) Addendum C provides the details on the security remediation activities.
- 7) Monitoring Systems
 - i) Dynamic Quest will provide the appropriate systems to monitor the Service or Equipment as defined in Sections 8 and 9.
 - ii) Equipment must be integrated into the Dynamic Quest systems to be properly monitored.
 - iii) The Customer will provide Dynamic Quest with adequate access to the Equipment in order for Dynamic Quest to install, configure, and maintain necessary hardware and software solutions to perform Monitoring.
- 8) Monitoring and Other Systems
 - a) The Customer may elect to provide their technical IT staff with limited access to Dynamic Quest systems.
 - i) Access to the Monitoring Systems is an optional service purchased by the Customer.
 - b) The Customer may elect to integrate their systems to Dynamic Quest's via API's
 - i) The integration of Monitoring Systems requires review and analysis by Dynamic Quest to understand if such work can be done and the scope of such work.
 - ii) The integration of Monitoring Systems is a separate project. The project will require an agreed Statement of Work (SOW) and the project will be an additional charge.
- 9) Equipment:

- i) Dynamic Quest-Owned equipment: Co-Manage Services is available for all Dynamic Quest-Owned equipment.
 - (1) Dynamic Quest must have monitoring software on the equipment in order to provide Co-Manage services.
 - (2) If the Customer requires access the Dynamic Quest-Owned equipment, Dynamic Quest and the Customer must agree on and document a Standard Operating Procedure (SOP) for Customer access.
 - (3) Dynamic Quest is solely responsible for servicing or replacing Dynamic Quest-Owned equipment.
 - (4) Dynamic Quest is responsible for providing software patches and updates, when determined by Dynamic Quest that such patches or updates are warranted, in accordance with addendum B *(use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description)*.
- ii) Customer-Owned Equipment:
 - (1) For equipment to be managed by Dynamic Quest, the equipment model and the services being delivered by the equipment must be in Addendum A *(use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description)*.
 - (2) Dynamic Quest must have monitoring software on the equipment in order to provide Co-Manage Services.
 - (3) For equipment software or firmware updates, see details in Addendum B *(use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description)*.
 - (4) Customer Owned Equipment must be in proper working condition with the required specifications and be under warranty and not older than Described in Addendum B *(use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description)*.
 - (5) The equipment and its software must not be on a end of service or end of life list of the vendor.
 - (6) The equipment must be under warranty, or the Customer must have a service contract for the equipment. The Customer is responsible for purchasing the equipment service contract.
 - (7) Dynamic Quest requires any equipment over five (5) years old to be replaced.
 - (a) If the equipment or its software is five (5) years old or older, Dynamic Quest will automatically charge a premium for each year over five (5) years old.
 - (b) The premium will automatically be added to the standard management price.
 - (c) The premium will be:
 - (i) \$50 per month for a workstation; or,
 - (ii) \$100 per month for any other equipment.

- (iii) For Example: 6-year-old equipment is \$50 extra per year. 8-year-old equipment is \$300 extra per year.
- (8) Service Level Agreements for equipment over five (5) years old will be reduced to best efforts.

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

Co-Manage requires close coordination between the Customer's technical IT staff and Dynamic Quest. The coordination between the two parties requires the parties to define roles and responsibilities for specific activities before the Co-Manage service is implemented.

The Customer and Dynamic Quest must meet to define the roles and responsibilities. It is required that both parties make the appropriate people available for meetings. It is expected that both parties will need to attend several meetings prior to the implementation of Co-Manage and will be required to invest many hours.

Pricing

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

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

- Network Monitoring-Collector-per: A monthly recurring charge.
- Network Monitoring-Network Firewall: A monthly recurring charge.
- Network Monitoring-Network Switch: A monthly recurring charge.
- Network Monitoring-Network Router: A monthly recurring charge.
- Access Point Support: A monthly recurring charge.
- Network Monitoring Support -per device: A monthly recurring charge.
- Additional Managed Firewall(s) : A monthly recurring charge.
- Additional Managed Access Point(s) : A monthly recurring charge.
- Additional Managed Switch(s) : A monthly recurring charge.

Service Limitations

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

1) Peripherals

- i) Peripheral equipment includes, but is not limited to, printers, scanners, voice systems, VoIP systems, point of sale systems, alarm systems and cameras.
- ii) Peripherals management and monitoring are the sole responsibility of the Customer.
- iii) Dynamic Quest will not monitor peripheral equipment.
- iv) Dynamic Quest does not lease or replace any peripheral equipment.
- i) The Customer is recommended to have a support contract from a 3rd party or use their technical IT staff to manage their peripheral equipment.
 - (1) Dynamic Quest does not provide any expertise for peripheral equipment.
- ii) Trouble Shooting Peripheral Equipment Issues
 - (1) The Customer's technical IT staff is responsible for all issues related to peripherals.
 - (2) End user tickets will be addressed by the Customer's technical IT staff.
 - (a) If an end user ticket is raised by an end user or the Customer's technical IT staff, the ticket will not be addressed by Dynamic Quest.
 - (3) Dynamic Quest will provide the following support for Peripherals to the Customer's technical IT staff as part of the Co-Manage service:
 - (a) Provide network information, such as IP addresses, with relation to the peripheral, to the Customer's technical IT staff, upon request; and,
 - (b) When possible to perform remotely, confirm the peripheral is reachable via the network; and,
 - (4) Loading the peripheral related software onto a workstation and troubleshooting related to any peripheral software is the responsibility of the Customer's technical IT staff.
 - (a) If it is required to load peripheral related software onto Dynamic Quest owned equipment, the Customer's technical IT staff must raise a trouble ticket with Dynamic Quest.
 - (i) The Customer's technical IT staff is required to:
 - 1. Provide the software to Dynamic Quest; and,
 - 2. Provide any instructions for loading or configuring the software; and,
 - 3. Perform any troubleshooting, in concert with Dynamic Quest, if the software is not operating as expected.
 - (ii) For this work, Dynamic Quest will operate as a "remote hands" and will not provide any technical expertise or knowledge. The Customer's technical IT staff will lead any troubleshooting.

- (b) Dynamic Quest is not responsible for trouble shooting peripheral software on any device. Troubleshooting the peripheral software is the responsibility of the Customer and the peripheral vendor.
 - (5) Additional support related to peripheral equipment other than what is described above, can be provided by Dynamic Quest at an hourly rate, in accordance with Addendum E (*use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description*).
 - (a) Other support includes, but is not limited to:
 - (i) If the Customer requires Dynamic Quest to attend a meeting with a peripheral vendor or other entity to discuss the peripheral; or,
 - (ii) If the Customer requests a Dynamic Quest technician to go to the Customer site to work on a peripheral; or,
 - (iii) Other activities not expressly identified as included in the Co-Manage Service description.
 - (6) During Dynamic Quest interactions related to peripherals, if any network issues covered by the Co-Manage Service require servicing or attention, as determined by Dynamic Quest, Dynamic Quest will provide the servicing as part of the Co-Manage Service and the Customer will not be charged extra.
- 2) Customer Internet Service Provider(s) (“ISP”)
- i) Dynamic Quest is not responsible for managing or directing the Customer’s ISP.
 - ii) It is the responsibility of the Customer’s technical IT staff to coordinate any troubleshooting or meetings required between the Customer’s ISP and Dynamic Quest.
 - iii) The Customer’s technical IT staff must attend and lead any meetings between Dynamic Quest and the Customer’s ISP.
 - iv) All support related to the Customer’s ISP will be provided by Dynamic Quest at an hourly rate, in accordance with Addendum E (*use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description*).
 - v) Other activities not expressly identified as included in the Co-Manage Service will be invoiced at an hourly rate documented in Addendum E (*use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description*).
- 3) During Dynamic Quest interactions with the ISP, if any network issues covered by the Co-Manage Service require servicing or attention, as determined by Dynamic Quest, Dynamic Quest will provide the servicing as part of the Co-Manage Service and the Customer will not be charged extra. 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.

- 4) 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)*.
- 5) 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)*.
- 6) 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.
- 7) 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) Site Visit Cancellation: If Dynamic Quest scheduled a technician to visit a Customer site and the Customer confirms the day and time of the visit, the Customer must cancel any visit forty-eight (48) hours in advance of the visit. Cancellations must be submitted Monday to Friday, not on Saturdays, Sundays or holidays.
 - a) The Customer must pay for a technician visit if:
 - i) The Customer did not cancel the visit as per the above, the technician shows up at the Customer site and the Customer refuses to allow the technician to perform their job or the Customer is not at the site to allow the technician access to the site.
- 2) The Co-Manage service requires the Customer to have at least one full-time technical IT staff person.
- 3) All Tier 1 Support must be provided by the Customer.
- 4) Customer grants permission for Dynamic Quest to have secure remote access into Customer's network for management, reporting, alerting, and support functionality.
- 5) 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.
- 6) 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.
- 7) 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.

- 8) 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.
- 9) The Customer is responsible for 3rd party fees for products, software, services, and subscriptions not expressly provided by Dynamic Quest.
- 10) 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.
- 11) Cost of consumables, replacement parts, hardware, software, network upgrades, and associated services owned by the Customer.
- 12) Manufacturer warranty parts and labor/services of equipment owned by the Customer.
- 13) Legal use rights to monitor digital credentials.
- 14) 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*).

- 15) 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).