

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.

Definitions

Technology User (“User”) is defined as an individual who:

- a. Is an employee, contractor, consultant, or other representative of the Customer; and,
- b. Possesses a unique user account within the Customer’s Microsoft Active Directory (AD) or Microsoft Entra ID; and,
- c. Is assigned **one** dedicated computing device, defined only as a workstation, a tablet, or a mobile phone.

Non-Technology User (“Individual”) is defined as an individual who:

- a. Is an employee, contractor, consultant, or other representative of the Customer; and,
- b. Possesses a unique user account within the Customer’s Microsoft Active Directory (AD) or Microsoft Entra ID; and,
- c. **Is not assigned** a dedicated workstation, a tablet, a mobile phone, or any other computing device.
- d. Is licensed under Quest Individual. Quest Individual is exclusively for Non-Technology Users.

Description of the Service

- 1) Quest Complete is a Managed IT Services solution provided to Customers who have contracted with Dynamic Quest to design, deploy, and manage said services for the Customer. The service package includes three distinct components; 1) Managed Onboarding, 2) Service Assurance and 3) Relationship Management.
 - a) Managed Onboarding will provide:
 - i) Customer design; and,
 - ii) Service validation; and,
 - iii) Project management; and,
 - iv) Engineering resources; and,
 - v) Service testing plan; and,

- vi) Testing of the proactive remediation service.
- b) Service Assurance will provide:
 - i) Monitoring
 - ii) Event alerting & notification
 - iii) Incident management (proactive & reactive)
 - iv) Proactive resolution (automated & human resolved) 24x7x365
 - v) Remediation of managed infrastructure and service elements to address all Deployment Models.
 - (1) Security remediation will be provided as described in Addendum C (*use this link to go to the Service Description site with the Addendums:*
https://info.dynamicquest.com/service_description).
 - vi) IT hygiene - Ensure that IT services are managed, maintained and optimized
 - vii) Cloud optimization (performance & consumption)
- c) Relationship Management by a Client Success Manager and Account Operations Manager will provide:
 - i) Periodic Business Review and Operational Action Item (OAI) reports on:
 - (1) Systems health; and,
 - (2) Softwarepatch compliance in accordance with Addendum B (*use this link to go to the Service Description site with the Addendums:*
https://info.dynamicquest.com/service_description); and,
 - (3) Managed backup health; and,
 - (4) Service Desk performance.
- 2) Services included in the Bundle:
 - a) The following Managed Technologies are part of the Quest Complete offering. A detailed description of each service provided with Quest Complete is available in the service description and service addendums. All descriptions and addendums are posted at the link in the table.

Service Name	Link to service description
Advanced Anti-Virus/Anti-Malware : Endpoint Detection & Response (EDR)	https://info.dynamicquest.com/service_description
Dark Web Monitoring	https://info.dynamicquest.com/service_description
Multi-Factor Authentication (MFA)	https://info.dynamicquest.com/service_description
Email Security	https://info.dynamicquest.com/service_description
Managed Detection & Response (MDR)	https://info.dynamicquest.com/service_description
Managed Service Desk : Managed Service	https://info.dynamicquest.com/service_description
Managed Service Desk : Server Management	https://info.dynamicquest.com/service_description
Managed Service Desk : Workstation Management	https://info.dynamicquest.com/service_description
Domain Name System (DNS)	https://info.dynamicquest.com/service_description

Remote Cloud Back-up – Cloud Back-up for M365	https://info.dynamicquest.com/service_description
Remote Cloud Back-up – Cloud Back-up for Servers	https://info.dynamicquest.com/service_description
Security Awareness	https://info.dynamicquest.com/service_description
Vulnerability Management	https://info.dynamicquest.com/service_description
Dynamic Quest Hardware : Intelligent Power Mgt	https://info.dynamicquest.com/service_description
Dynamic Quest Hardware : Managed Firewall	https://info.dynamicquest.com/service_description
Dynamic Quest Hardware: Managed Switch	https://info.dynamicquest.com/service_description
Dynamic Quest Hardware: Managed Wi-Fi	https://info.dynamicquest.com/service_description

3) HAAS

- a) Dynamic Quest will provided, at it's sole expense, HAAS services included in #2 above, for use by the Customer that is designed and architected to meet the performance requirements necessary to support the Customer's environment.
- b) Customer agrees to and understands that the equipment selected must be on Addendum A (use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description) and is at the sole discretion of Dynamic Quest. Addendum A (use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description) may change from time to time at Dynamic Quest's sole discretion.
- c) Customer understands that the total value of the HAAS equipment provided at Dynamic Quest's costs is subject to limitations and generally will not exceed two (2) times the total monthly recurring price for this Quest Complete Bundle 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

Pricing

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

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

- Professional Onboarding Fee – A non-recurring charge for the set-up of the services.
- Quest Complete Plus Bundle – A monthly recurring charge for all services included in the standard bundle.

- Additional Workstation/Laptop Management – A monthly recurring charge for managing addition workstations/laptops beyond the total number allowed in the bundle.
- Additional Physical Server Management – A monthly recurring charge for managing addition physical servers beyond the total number allowed in the bundle.
- Additional Virtual Server Management – A monthly recurring charge for managing addition virtual servers beyond the total number allowed in the bundle.
- Additional Managed Firewall(s) – A monthly recurring charge for managing addition managed firewalls beyond the total number allowed in the bundle.
- Additional Managed Access Point(s) – A monthly recurring charge for managing addition managed access points beyond the total number allowed in the bundle.
- Additional Managed Switch(s) – A monthly recurring charge for managing addition managed switch(s) beyond the total number allowed in the bundle.
- Backup & Disaster Recovery – Additional total used Disk Space - A monthly recurring charge for additional Terabytes of storage space beyond the total number allowed in the bundle.
- Governance-Risk-Compliance Management (GRC) - A monthly recurring charge for this service. This service is an add-on and not part of the bundle.

Service Limitations

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).

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.

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.

Service Assumptions

- 1) Servers are at a 10:1 ratio. It is assumed there will be one (1) server for every ten (10) technology users.
 - a) If the server ratio is higher, additional server management will be charged at the standard price for an additional server.
 - i) Please reach out to Sales for the additional price.
- 2) All Azure or other cloud instances, servers or services and Azure Virtual Desktop or other virtual desktop services, including all management activities, licensing, set-up or removal, back-ups and any other activities related to the virtual desktop services are excluded.
- 3) Technology Users to workstations are at a 1:1 ratio. It is assumed there will be one workstation or one tablet or one mobile phone for every Technology User.
 - a) A Technology User may only have one (1) device covered by the Technology User service.
 - i) The one device is either a workstation, tablet or mobile device.
 - b) If a Technology User has more than one (1) device, there will be an additional price for device licenses and device management.
 - i) Please contact Sales for the additional price.
 - c) The Mobile Device Management (MDM) service is not part of this service bundle and must be purchased separately.
- 4) True-up or the verification of users, workstations, and servers present in the network will be done once per quarter and based on the top percentile, pricing will be adjusted lower or higher.
- 5) The Customer will maintain at least seventy-five percent (75%) of the contracted technology user count throughout the agreement.
 - a) If the seat count falls below the minimum, the Customer will be charged no less than 75% of the original contracted MRR.
- 6) Remote Cloud Back-up – Cloud Back-up for Servers:
 - a) These services are limited to three (3) TB per service and one (1) site across all servers.

- b) An increase in the service price will be required if:
 - i) More than three (3) TB of total storage is required.
- 7) Equipment Repair or Replacement:
 - a) Customer Owned Equipment:
 - i) Dynamic Quest will provide remote troubleshooting support for Dynamic Quest Equipment.
 - (1) If a technician is required to go to the Customer site for troubleshooting, the technician will be invoiced to the Customer according to addendum E (*use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description*).
 - (2) Any repair or replacement related to Customer owned equipment is the responsibility of the Customer.
 - (3) Dynamic Quest can assist with repair or replacement as a project in accordance to Addendum E (*use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description*).
 - ii) Dynamic Quest Owned Equipment:
 - (1) Dynamic Quest will provide remote troubleshooting support for Dynamic Quest Equipment.
 - (2) Dynamic Quest is responsible for any repair or replacement related to Dynamic Quest owned equipment.

All implementations must include Dynamic Quest preferred hardware (in accordance with Addendum A (*use this link to go to the Service Description site with the Addendums: https://info.dynamicquest.com/service_description*)), preferred software solutions and configurations as outlined in the proposal.

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) Customer is responsible for all licensing required to operate service software or hardware. For example, if the Duo software is selected by Dynamic Quest for MFA services, the Customer is responsible to provide the Microsoft Intra ID P1 software or provide Business Premium licenses for their users.
- 6) 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.
 - iv) 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,
 - v) Customer will provide power conditioning and battery backup for the Appliances; and,
 - vi) Customer will provide two (2) gigabit network drops and two (2) internal static IP addresses for each piece of Dynamic Quest provided equipment; and,
 - vii) Equipment must be kept in a location that is secure so that only authorized personnel can access the equipment.
 - viii) 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.
- 9) The Customer is responsible for the wiring within the building.
 - a) The wiring type will impact the internet speed for any equipment connected to the wiring.
 - b) If the Customer selects high speed internet, it is recommended the Customer confirm the internet speed supported by the wiring type.
 - c) Installing new wiring may be required in order to obtain higher internet speed.
- 10) Cost of consumables, replacement parts, hardware, software, network upgrades, and associated services owned by the Customer.
- 11) A manufacturer or 3rd party warranty on the equipment that covers all parts and labor is required for Customer owned equipment and Dynamic Quest owned equipment.
- 12) Legal use rights to monitor digital credentials.

- 13) 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*).
- 14) 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*).