

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) Cloud Backup for Microsoft 365 service is essential for ensuring the safety and availability of data across various Microsoft cloud platforms. The Dynamic Quest service puts back-ups on a separate cloud from Microsoft, providing critical storage diversity.
- 2) Cloud Backup for Microsoft 365 service back-up user data on
 - a) Microsoft 365; and,
 - b) Microsoft OneDrive; and,
 - c) Microsoft SharePoint; and,
 - d) Microsoft 365 group mailboxes.
- 3) Business Continuity and Disaster Recovery by quickly restoring data in the event of accidental deletion, ransomware attacks or other data loss scenarios.
- 4) Cost Efficiency – reduces the need for on-premise backup infrastructure and associated maintenance costs.
- 5) 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) Daily Back-ups:
 - (a) Back-ups are taken every eight (8) hours.
 - (b) The last back-up is saved to the cloud and retained for one week.
 - (2) Weekly Backups: A daily back-up will become the weekly back-up and retained for one month.
 - (3) Monthly Back-ups: A weekly back-up will become the monthly back-up and retained for one year.
 - (4) 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.
 - ii) Data Center: The data is stored in two diverse data centers.

- c) **Retention Policies** – Data is retained for up to one (1) year.
- d) **Encryption:** Data is encrypted when in transit and in the cloud.
- e) **Comprehensive Coverage** – Protects data across Microsoft 365 applications listed above.
- f) **Storage Diversity for high availability** – Data is stored in a non-Microsoft cloud environment.
- g) **Granular Recovery** – Allows for point-in-time, granular, and non-destructive restores, enabling the Customer to recover specific files, such as individual emails or files.
- h) **Reporting** – Monthly reporting is provided.

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 M365 Administrator account; and,
- 2) A list of all users that will be included in this service; and,
- 3) An agent will be installed on the user workstation 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. Dynamic Quest will rate limit (throttle) the Cloud Back-up for M365 service to use 25 Mbps between 7AM – 6PM (site time) and 1 Mbps for every Terabyte of back-up data between 6PM – 7AM site time.

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:

- Email Cloud Backup Installation – A non-recurring charge for setting up this service.

- Workstation Backup Cloud Storage-per 500GB – A monthly recurring charge for the storage used every month.
- Workstation Backup License-per workstation – A monthly recurring charge for the license required for each workstation.
- Cloud MS O365 Backup – A monthly recurring charge for the overall back-up service.
- Microsoft O365 Cloud Backup – A monthly recurring charge for the overall back-up service.

Service Limitations

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

- 1) Teams, Teams Chat and Online Archive are not backed-up.
- 2) Unlicensed users cannot be added to the backup. A valid Microsoft license provided by the Customer is a prerequisite.
- 3) A deleted user cannot be restored. The user would need to be re-created prior to all emails and files being restored.
- 4) The Cloud Back-up for M365 service copies data “as is” on the Customer’s equipment. 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 the BCDR 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 proper Microsoft License for all users is the sole responsibility of the Customer.
- 2) The Cloud Back-up for M365 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.
- 3) Customer grants permission for Dynamic Quest to have secure remote access into Customer's network for management, reporting, alerting, and support functionality.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) The Customer is responsible for 3rd party fees for products, software, services, and subscriptions not expressly provided by Dynamic Quest.
- 9) 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.
- 10) Cost of consumables, replacement parts, hardware, software, network upgrades, and associated services owned by the Customer.
- 11) Manufacturer warranty parts and labor/services of equipment owned by the Customer.
- 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)*.