

Anti-Virus and Anti-Ransomware SaaS

Terms of Use

Continued use of Citon's Anti-Virus and Anti-Ransomware Software-As-A-Service (AVAR SaaS) Services indicates acceptance of and compliance with these Terms of Use. These Terms of Use, (Agreement) are effective as of the date upon which "Citon" begins delivering the Service and shall continue as long as the Customer continuing use the Services described below.

BACKGROUND RECITALS

- A. Customer has asked Citon to provide and Citon has agreed to provide the following computer related "Services":
- Premium Antivirus and Malware Software
 - Premium ransomware containment and mitigation protection
 - Automatic Virus Definition Updates
 - Included Version Upgrades - no software or labor costs to upgrade to new version
 - Routine Virus Scans - Citon's central console monitors activity.
 - Virus Notification - proactive notification to your IT staff when viruses occur
 - Malware Notification - notification to your IT staff or designated staff when ransomware is detected
 - Automatic continuous protection (the "Services").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Incorporation of Background Recitals.** The Background Recitals set forth above are true and correct statements of fact and are hereby incorporated into this Agreement by reference.
2. **Authority and Capacity.** The parties signing this Agreement warrant and represent that they have full legal authority to enter into this Agreement and any documents attached hereto or incorporated herein by reference.
3. **Price and Payment Arrangements for Services.** The price for the Services shall be as quoted to Customer invoiced in advance prior to the first day of the month and paid via ACH from Customer's checking or savings account on the 1st business day of the month. If payment is not received by the 10th day of any month, Citon reserves the right to suspend services to Customer until payment in full has been made. Citon reserves the right to decline sale or service should Customer's account balance with Citon become past due. Partial months will be pro-rated. Any services performed outside the scope of this agreement will be quoted individually and will be subject to Citon's standard terms and conditions, with payment due 10 days after invoice date.
4. **Additional Equipment.** If Customer has or purchases additional equipment, the monthly fee for Services will automatically be increased at the beginning of the following month to cover the additional equipment based on the schedule above. Additional equipment must be inspected and certified as "fit for purpose" by Citon before it is covered under this service agreement.
5. **Equipment Retirement.** If Customer retires equipment that is not replaced in kind, the monthly fee for Services will automatically be decreased based on the schedule above at the beginning of the next month to account for the decrease in the need for support. Customer must notify Citon of the equipment retirement date via e-mail. Retroactive adjustments will not be made.
6. **Rates.** Services and Products not covered under this Agreement shall be quoted separately and will be subject to Citon's Standard Terms and Conditions. Projects will be billed on a per project basis. Citon reserves the right to periodically increase its Base Rates, and will provide Customer with a minimum of 30 days written notice thereof.
7. **Term.** If customer is in an existing contract term for AVAR or a previous Anti-Virus Software-as-a-Service (AVSaaS) agreement, the term of that agreement shall continue. If the previous agreement has expired, or no prior agreement exists, these Terms of Use and Customer's right to use the Service shall continue in effect on a month-to-month basis unless terminated by either party upon thirty (30) days prior written notice to the other party.
8. **Alterations to Services or Equipment.** If Customer alters any Services or Equipment covered under this Agreement without the express written consent of Citon, Customer does so at its own risk and expense. Citon shall not be liable or responsible for problems created as a result of Customer's alteration of Services, Equipment and/or Customer's network or system. If Customer wishes Citon to correct or fix its alterations or problems relating thereto, such Services by Citon will be considered a new project and Customer agrees that the same terms and conditions set out in this Agreement.
9. **Additional Terms and Conditions.** The parties agree that Citon's standard terms and conditions shall be incorporated into this Agreement. Customer acknowledges and agrees that it has read and understands Citon's standard terms and conditions. Anywhere a direct conflict exists between the Standard terms and Condition and this Agreement, the term in the Agreement shall prevail.
10. **Modification.** This Agreement may be amended or modified only in writing, signed by both parties.

11. **Binding Effect.** This Agreement shall be binding on all heirs, successors, and assigns of the parties.
12. **Other Client Responsibilities.** The following items will be the sole responsibility of Customer:
 - a. Customer will provide full access, including admin usernames and password, to all equipment covered under Agreement.
13. **Citon Service Stipulations.** The following stipulations are in place for the Services provided by Citon:
 - a. Citon may, at its discretion, place any product, hardware or software, on a DNR (Do Not Resuscitate) list, if continued problems are encountered. Once an item is placed on a DNR list it is no longer covered under the terms of this agreement and any further support will be billed on a time and materials basis.
 - b. In the course of providing service to Customer end users, Citon will deploy agent based software on each covered device. Unless otherwise specified in writing by Customer, Customer acknowledges and grants Citon remote unassisted access to covered devices. Citon warrants that per its confidentiality agreement no confidential information will be accessed, stored, saved, copied or removed from Customer systems.
 - c. Citon adheres to I.T. industry standard best practices for all support and recommendations. If best practices warrant an upgrade to any equipment or software such upgrade will be considered a special project and will be quoted and billed individually.
 - d. In addition to the stipulations in Section 3, Citon shall implement an automatic yearly percentage increase for Services based on the current Consumer Price Index.
14. **Notifications and Response.** Virus and ransomware alert notifications will be sent to contact designated by Customer, as well as Citon's Network Operations Center (NOC). Response to a potential virus or ransomware will be acted upon by Citon's NOC during regular business hours as defined in Citon's Standard Terms and Conditions.
15. **Remediation Services.** Remediation of a virus infection or ransomware attack on a covered workstation or server will be billable as outside the scope of this Agreement
16. **Equipment Coverage.** All domain connected windows devices should have Citon Anti-Virus and Anti-Ransomware software installed; if software is not deployed on a domain connected windows device the efficacy of the solution will be diminished.
17. **Policy.** Anti-Ransomware will be deployed in accordance with the ransomware defense policy created in conjunction with the Customer.
18. **EULA.** Customer understands and accepts the Anti-Virus and Anti-Ransomware End User License Agreement.
19. **Exclusions.** The Services to be provided pursuant to this Agreement shall not include work on or related to the following:
 - a. Response to a potential virus or ransomware attack outside of regular business hours is available via Citon's on-call engineer, and will be billable as out of scope
 - b. Citon does not backup workstations under this Agreement. Attempted restoration of files or other data residing on the workstation is a special project not covered under the scope of this Agreement.
 - c. Remediation of any virus infection or ransomware attack originating from a device WITHOUT Citon Anti-virus and anti-ransomware software will be considered out of the scope of this Agreement, and billed as a special project.
 - d. If ransomware is detected on Customer's network and Customer decides to pay the ransom, the costs associated with that ransom will be paid 100% by Customer; in no circumstance will Citon directly pay or reimburse Customer for a ransom.