

**MANAGED SERVICE BUNDLE AGREEMENT**  
**TERMS OF SERVICE UPDATE**



This Managed Service Bundle Agreement (“Agreement”) is made by and between The Citon Computer Corporation, a Minnesota corporation (“Citon”) and (customer name) (“Customer”) as of December 22, 2020. This Agreement incorporates the terms and conditions of the Computer Support and Preventative Maintenance Agreement and the Anti-Virus and Anti-Ransomware Software-as-a-Service Agreement, which are detailed below as Exhibits A and B. For purposes of this Agreement, the “Effective Date” is defined as the date upon which “Citon” begins delivering the Service.

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

Customer requests that the Services be provided to cover the equipment listed on Citon Proposal # beginning with CCCQ signed by customer.

1. **Incorporation of Background Recitals.** The Background Recitals set forth for each service listed below 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 (per contract) per month paid in advance prior to the first day of the month via ACH from Customer’s checking or savings account beginning (effective date). Customer authorizes Citon Computer Corp to deduct monthly payment amount in accord with automatic payment authorization form. If payment is not received by the 10<sup>th</sup> 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. Work performed will be tracked on a monthly basis and Citon will provide written notice to Customer indicating if an adjustment to the monthly price (increase or decrease) will be applied. 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.

The monthly price for Services is broken down as follows as outlined on the Citon Proposal signed by Customer. One-time initial program launch as outlined in Citon Proposal was to cover service setup, administrative costs and integration in to the Customer’s network.

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. **Third Party Vendors Authorization.** Upon execution of this Agreement, Customer will provide Citon with letters of authorization to any computer or telephony related vendors authorizing Citon to request third party vendors’ services on Customers behalf and granting Citon access to all information necessary to perform said Services. Citon is not responsible for delays caused by third party vendors or costs incurred by Customer from third party vendors.

7. **Scheduled Maintenance Windows.** Citon will regularly install patches and critical updates to covered equipment to help ensure that Customer is protected against the latest vulnerability threats. For many of these updates to be installed properly, your server must be restarted. Citon will restart Customer's servers and/or workstations, as necessary, at an agreed upon time between Customer and Citon. If the expected downtime is greater than 15 minutes, Citon staff will contact Customer to inform of the outage. Customer reserves the right to request that Citon reschedule the outage to align with Customer's business needs.
8. **Rates.** Services and Products not covered under this Agreement shall be quoted separately and will be subject to Citon's Standard Terms and Conditions. Travel time for services covered under this agreement will not be billed. Travel time will be tracked on a monthly basis and Citon will provide written notice to Customer indicating if an adjustment to the monthly price (increase or decrease) will be applied. If additional trips on-site are required, travel time will be billed. 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.
9. **Term.** The Agreement Term shall commence upon the Effective Date and shall continue for a term of thirty-six (36) months. Once the Effective Date has passed, Customer must pay for the Services through the end of the Agreement Term regardless of whether Customer is actually using the Service throughout the duration of such Term. Following the expiration of the Agreement term and failure of the parties to enter into any agreement for extension thereof, this Agreement and Customer's right to use services shall continue in effect on a month-to month basis upon the same terms and conditions specified herein, unless terminated by either Customer or Citon upon thirty (30) days' prior written notice to the other party.
10. **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 shall apply.
11. **Obligation to Back-up Software and Data.** Customer shall be responsible for maintaining backups of all critical software, documents, and applications on all of Customer's servers, workstations, personal computers, smart phones, etc as well as backups of all data on Customer's network. Customer is responsible for scheduling of backup jobs, changing of media and storage. In no event shall Citon be liable to Customer or any other person for any loss, cost or damage related to data. Citon recommends creation of a disaster recovery plan, with monthly test restores of backups and annual full tests of the plan, available from Citon as a special project outside the scope of this Agreement.
12. **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.
13. **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts and facsimile signatures shall be deemed as good as an original signature.
14. **Modification.** This Agreement may be amended or modified only in writing, signed by the parties.
15. **Binding Effect.** This Agreement shall be binding on all heirs, successors, and assigns of the parties.
16. **Entire Agreement.** This is the entire agreement between the parties regarding the services described. There are no other agreements or understandings, express or implied, except as set forth above.
17. **Other Client Responsibilities.** The following items will be the sole responsibility of Customer:
  - a. Customer will provide full and complete access, including admin usernames and password, to all equipment covered under agreement or necessary to provide support to covered equipment. If Citon does not have access to any equipment necessary for support, support services under this Agreement may be limited.

18. **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.

**THE CITON COMPUTER CORPORATION**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CUSTOMER:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A: COMPUTER SUPPORT AND PREVENTATIVE MAINTENANCE

### BACKGROUND RECITALS

- A. Customer has asked Citon to provide and Citon has agreed to provide the following computer related services:
- Phone Support
  - Remote Support
  - On-Site Support (IF INCLUDED IN ORIGINAL CONTRACT)
  - Preventative maintenance
  - 24X7 monitoring service with 8x5 response.
  - Automatic Microsoft Windows patch management on PCs.
  - Automatic patch management of certain third party applications as described below.
  - Manual application of Microsoft and third party patches on servers to be scheduled in advance with customer due to required server reboots.
  - Third Party Vendor Coordination
  - Program Launch including set-up and cross training
  - Quarterly executive report and review
  - Annual strategic planning and budgeting

(the "Services").

**Citon Service Description.** The following stipulations are in place for the Services provided by Citon:

1. **Moves, Add, and Changes.** The following stipulations are in place for the Services provided by Citon: Monthly Price for Services also includes small moves, adds, and changes for any covered equipment. Small moves, add, and changes are generally considered any change that takes less than 3 hours to complete and does not include the installation of new hardware/ equipment such as a PC or laptop install. New equipment installations and all moves, adds and changes will be considered "Special Projects" and will be quoted separately outside the scope of the Agreement.  
  
Monthly Price for Services will also include troubleshooting and resolution of printing issues up to the point of physical repair of printer or plotters; physical repair of printers or plotters will be quoted separately outside the scope of the Agreement. Monthly Price for Services will not include moves, adds, or changes of phone system or phone equipment, which will be quoted separately by Telcologix, LLC, dba TLX Communications.
2. **Reimbursement for Equipment and Supplies.** On occasion, in the course of delivering Services to Customer, Citon may need to purchase spare parts, other equipment, supplies, accessories, or software. In such cases, Customer shall be responsible to and agrees to reimburse Citon for all such costs and expenses incurred under this project. No purchases over \$100.00 will be made without Customer's prior written approval.
3. **Warranty regarding Software Licensing.** Customer warrants that all software it provides to Citon for installation, configuration, or use in any way, has been legally obtained and is properly licensed. Customer further warrants that it has legally purchased sufficient number of copies of such software and that it has not violated any licensing laws. Citon has no knowledge regarding licensing of software provided to it by Customer and Customer indemnifies Citon for any installation, configuration or use of such software, Customer understands and acknowledges that Customer shall be solely responsible and liable for all licensing and purchasing of software.
4. **Citon Service Stipulations.** The following stipulations are in place for the Services provided by Citon:
  - a. Citon may make recommendations for hardware, software or network improvements, referred to as special projects, to improve the level of support. If implementation of the recommendation is necessary to continue efficient and effective support, and the recommendation is not implemented, Citon reserves the right to exclude the item from Services provided.
  - b. The Manufacturers or extended warranty or support on any individual item may dictate the recommended problem resolution or manner of support.
  - c. Support may be postponed if an upgrade is required or if support is required on equipment, software etc which has been placed on the manufacturers unsupported list.

- d. 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.
5. **Exclusions.** The Services to be provided pursuant to this Agreement shall not include work on or related to the following:
- a. Agreement covers labor services only; any hardware, software or parts will be invoiced separately.
  - b. Equipment upgrades, application software upgrades, special projects, etc. are not covered by this agreement and will be quoted separately and subject to Citon's Standard Terms and Conditions.
  - c. It is assumed that the network is in good working order. Any issues with the network, equipment, or services that are not in good working order will be treated as a special project and quoted individually. In addition, it is assumed that network and technology are as presented, are functional, and are fit for purpose.
  - d. It is understood that Citon's agent based tool can be utilized to distribute patches and updates to end user PCs. If Citon is unable to deploy this tool due to restrictions of the Customer or environment, Citon may, at its discretion, quote and bill patches and updates as a special project, or increase the monthly price for Services.
  - e. Any patches or updates to end user PCs that cannot be handled via Citon's agent based tool will be treated as a special project and quoted separately.
  - f. Software / application version upgrades are not covered unless they can be automatically applied by Citon's agent based tool.
  - g. Any equipment or software added will be billed separately and is subject to the terms as specified in Section 4 above.
  - h. Application support is not included and is billed separately unless specified in background recitals.
  - i. Other items not identified in background recitals will be considered a Move, Add, Change.
6. **Disaster Recovery Service Exclusions.** Citon reserves the right to bill for labor incurred during a Disaster Recovery if circumstances surrounding the disaster meet the following conditions in whole or in part:
- a. Customer fails to adhere to any of the requirements outlined in this agreement;
  - b. Environmental failure events that render hardware unusable. Examples of environmental failure include, but are not limited to: smoke, fire, water, temperature, etc.
  - c. Events beyond Citon's reasonable control, including but not limited to: Acts of God, government or industry regulation, labor strikes, natural disaster, war, and state or national emergency;
  - d. Any act or omission on the part of any party other than Citon, such as Third Party Vendors.
  - e. Failure is caused in full, or in part, by Customer's failure to act upon recommendations made by Citon.
  - f. Recovery from a virus, malware or ransomware attack that affects servers, backups, network equipment or more than one workstation.
7. **Other Client Responsibilities.** The following items will be the sole responsibility of Customer:
- a. Customer will maintain cold spares and configurations for critical hardware. Citon is not responsible for the timeframe to repair equipment where cold spares are not available.
  - b. Citon may require maintenance agreements for certain hardware or software components from the original manufacturer or from a Citon approved vendor.
  - c. Customer will provide Citon with a list of all cold spares, configurations and maintenance agreements, as well as access to spares.
  - d. Customer agrees to be bound by the Citon Service Agreement and Acceptable Use Policy which Citon may change from time to time and without notice to Customer.

## EXHIBIT B: ANTI-VIRUS and ANTI-RANSOMWARE SOFTWARE AS A SERVICE

### 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").

**Citon Service Description.** The following stipulations are in place for the Services provided by Citon:

1. **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.
2. **Remediation Services.** Remediation of a virus, malware or ransomware on a workstation or laptop is not covered under the Agreement. Citon may wipe and reload a workstation if virus, malware or ransomware is limited to a single machine. Citon does not backup workstations and is not responsible for recovery of data. Installation of applications etc. is not covered under this agreement and will be invoiced separately. Remediation of a virus, malware or ransomware attack on a server or other device is not covered under this Agreement. Citon may assist in the recovery of server if a Citon Datto is in place and functional at the time of the incident, limited to four (4) hours of labor. Citon recommends having a full disaster recovery plan with regular testing, at least annually, of any backup solution. Citon disaster recovery planning services and backup testing is available outside the scope of this Agreement.
3. **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.
4. **Policy.** Anti-Ransomware will be deployed in accordance with the ransomware defense policy created in conjunction with the Customer.
5. **EULA.** Customer understands and accepts the Anti-Virus and Anti-Ransomware End User License Agreement.
6. **Exclusions.** The Services to be provided pursuant to this Agreement shall not include work on or related to the following:
  - a. Remediation services as defined in item 2 above 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. Any remediation of any virus, malware 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.