



CITOC Managed Services Engagement Plan

Transition Process

- A Kick-off meeting will be held to introduce the details of our support model to you and to officially begin your startup phase.
- Your support team includes a vCIO, ProActive Engineer, Centralized Services Manager, Service Manager and Service Delivery Engineers.
- Your environment will be fully documented in our portal.
- Remote monitoring is setup for network elements by your Managed Services team.
- The service desk will monitor these elements 24x7 with alarm conditions being validated, remediated and escalated as needed.
- Support is available to you immediately and urgent needs can be communicated to the Service Desk.

Ongoing Support

- Your vCIO, Proactive Engineer and service team will manage your overall relationship with CITOC, including discussing your strategic IT needs. Your vCIO will hold review meetings to build and refresh the technology plan for your company.
- The CITOC team will manage the cloud, network, servers, PC's and infrastructure proactively.
- ProActive management helps to avoid problem that interfere with day-to-day operations.
- User problems are addressed promptly, and your systems are monitored continuously to ensure fast response to issues.
- CITOC manages escalations to your hardware vendors, telecom providers, software and application providers.



CITOC MSP Service Order

This Service Order is entered into between Client and CITOC pursuant to the Master Services Agreement between both parties. This Service Order in conjunction with the Master Services Agreement constitute a binding enforceable contract between the parties with respect to the services set forth herein.

Contract Date - This Service Order must be executed within 15 days of the contract date. If the contract date is outside of these 15 days, a new Service Order may be required.

Payment Terms - Recurring charges are invoiced on the 1st of each month for the previous month with Net 15 terms. The first month's payment is due at the execution of this Service Order.

Hardware and Software purchases may require a 100% payment due upfront.

Table 1 - CITOC ProActive Managed Services Support Pricing Matrix

Support Type	ProActive
Onsite Support During Business Hours (8AM – 5PM)	Included – As Needed
*Travel within the Houston Metro area	<i>No charge inside Beltway 8 \$75 charge outside Beltway 8</i>
After-Hours Support Weekends, Holidays, Weekdays from 5pm – 8am	<i>\$188/Hr – One Hour Min</i>
Remote Support During Business Hours	<i>Included</i>
Setup Replacement PC and Migrate User Data	<i>First 5 included \$250 per Replacement PC thereafter</i>
Setup New PC	<i>First 5 included \$250 per New PC thereafter</i>
Projects	<i>See Statement of Work</i>
Expenses	<i>Pass Through</i>

*Travel charges do not apply to vCIO or ProActive Engineer visits.



Included Managed Services

Performance, Availability & Predictive Failure Monitoring – CITOC will monitor and track the availability and performance of designated servers. The monitoring system will provide the CITOC Service Desk with real time alerts that will be responded to under the terms of this agreement. The system will also allow for the periodic production of reports which will be made available to the Client as requested.

Patch Monitoring & Management – CITOC will monitor the Microsoft Windows operating system patch levels of CITOC managed systems that are connected to the network. This includes servers, desktop workstations, and laptop computers. This system also allows CITOC to deploy updates and patches based on best practices. Remediation of issues caused by updates and/or patches are covered under this agreement.

Virus Definition Monitoring & Management – As part of ProActive Managed Services, CITOC will provide anti-virus licenses provided that installation and configuration take place during onboarding/stabilization. Should Client request antivirus installation after onboarding/stabilization, additional charges will apply. Should client refuse the CITOC provided antivirus solution, any virus removal is billable.

Hardware Support - CITOC shall provide support of all hardware and systems provided that all hardware is covered under a current manufacturer's support contract; or replaceable parts are readily available. Should any hardware or systems fail to meet these provisions, they will be excluded from this Agreement at the discretion of CITOC. Any hardware brought to a CITOC location will be treated as an on-site service call.

Third Party Applications –CITOC requires that all software be genuine, currently licensed, and under a current vendor support agreement. Should third party vendor support charges be required in order to resolve any issues, or non-warranted hardware require support, CITOC charges will apply and third-party charges will be passed on to the Client. Patches and updates for third party applications are handled on a case by case basis. In many cases, these updates require business interruption. Should client prefer these updates be performed after hours, charges will apply in accordance with the **CITOC Managed Services Support Pricing Matrix on page 1**. Service Level and Response will depend on the responsiveness of the third-party vendor.

Custom Applications –CITOC does not support custom applications under this Service Order. Any support for custom applications is billable.

System Maintenance – Basic maintenance tasks are included as part of this agreement. Each maintenance task is performed utilizing the most expedient and unobtrusive method available, including automatic/remote, manual/remote, and manual/on-site support.



Service Desk & Emergency Support – Systems or end-user problems that involve systems listed as part of this agreement, assuming Client has met all expectations and requirements contained herein, and assuming the nature of the problem is not listed as an exclusion, will be handled in the most appropriate and expedient manner, and are included according to **CITOC Managed Services Support Pricing Matrix on page 1.**

Strategic Review Meetings – Quarterly business review meetings will be held to discuss the Client’s technical roadmap, budget monitoring reports, service requests, to review priorities for the upcoming period, and to assess the overall satisfaction of the services being provided.

Excluded Services - Service rendered under this Agreement does not include:

1. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
2. The cost of any software, licenses, or software renewal or upgrade fees of any kind.
3. The cost of any third-party vendor or manufacturer support or incident fees of any kind.
4. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors including terrorism.
5. Service and repair made necessary by the alteration or modification of equipment.
6. Rebuilding of computers due to files or programs that have been downloaded from inappropriate, non-business-related sites. File types included, but are not limited to, streaming media, music downloads, peer file sharing, and pornographic sites. If it is determined that the files causing corruptions are of this variety, then the cost to rebuild the system is billable.
7. Maintenance of application software packages, whether acquired from CITOC or any other source unless as specified in Appendix B.
8. Programming and program (software) maintenance unless as specified in Appendix B.
9. Training Services of any kind.

General Terms & Conditions

Limitations of Technology - Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that CITOC may be unable to monitor, manage, or patch. CITOC agrees to inform Client when such situations exist. Client agrees to the correct situation if applicable, and to hold CITOC harmless in any case.

Because there are risks associated with applying and failing to apply patches, CITOC constantly reviews and updates our best practices based on the relative threats to patch delivery timing. Every effort is made to balance the reduction of vulnerabilities



with the slight destabilization risk associated with applying new patches to otherwise stable systems.

Spam control, patch definitions and antivirus definitions are managed and/or distributed by their respective software vendors, and as such, CITOC has no direct control over the effectiveness or lack thereof of the software being applied. CITOC shall not be held responsible for interruptions in service due to patches and updates released by software vendors.

Force Majeure & Malicious Acts - This agreement is designed to cover the support needs of the Client during normal operating conditions. CITOC shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, terrorist acts and/or any other cause beyond the reasonable control of either party.

Furthermore, damage and/or significant problems that result from anomalies and/or abnormal circumstances such as fire, flood, electrical surges, deliberate malicious acts, theft, acts of God, wars, insurrections, terrorist acts and/or any other cause beyond the reasonable control of either party fall outside the terms of this agreement.

Loaned/Rented Equipment - The Client agrees that any equipment utilized by CITOC, in the execution of this or any service that is not explicitly purchased by Client shall remain the property of CITOC and must be returned if requested. Client further agrees to cease the use of any technology that remains the property of CITOC upon termination of this agreement.

Site Access - Client will be responsible for obtaining proper and adequate permission for CITOC to enter upon and operate within the lands and properties designated as Client's work area, including after-hours access.

Equipment & Facilities - The Client agrees that CITOC may utilize certain items of the Client's equipment and may gain access to certain Client facilities. The Client retains title and ownership in all of Client's equipment owned by Client and utilized by CITOC and must grant authority for CITOC to access Client's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, Client understands that CITOC may be unable to perform their duties adequately and if such a situation should exist, CITOC will be held harmless.

Passwords – Client acknowledges that CITOC must have access to any and all systems and resources to perform their duties under this agreement. As such, Client agrees CITOC must have access to passwords required to properly maintain the environment. CITOC will then create its own Logon I.D.'s and passwords with which to manage the Client's environment.



30 Day Pre-existing Conditions Clause - CITOC has the right, in the first 30 days of the agreement with the Client, to determine that pre-existing conditions reducing performance of the customer's technology that may require billable time to resolve.

Period of Agreement, Renewal, and Cancellation - Client agrees to remain a CITOC Client for twelve (12) months following the contract date of this Service Order, after which the agreement can be cancelled with a thirty (30) day notice. This Service Order will be automatically renewed for another term yearly, at the same plan type, unless Client gives CITOC a thirty (30) days' notice that Client elects not to renew. Upon notice of cancellation end user support will be suspended immediately allowing for a 30-day transition period. Client agrees to be billed the first of each month for the previous month with Net 15 Terms, using the billing information provided. Customer understands and agrees that the relationship with CITOC will be managed according to the Master Service Agreement provided with this agreement.

Fair Usage Policy; Suspension or Termination of Service Order - Though CITOC has set no fixed upper limit on the amount of telephone or online support requests a Client may make annually, each Client's use is subject to CITOC's "fair use" policy. Under this policy, if at any time, in CITOC's sole discretion, Client's use exceeds the level of use reasonably expected from someone using the service for business use, then CITOC reserves the right to suspend or terminate this Service Order. In addition, CITOC reserves the right to suspend or terminate any services of any Client that CITOC, in its sole discretion, determines are being used (a) fraudulently, (b) by any person other than Client, or (c) for any computer system other than an agreed upon system.



Response Times during Business Hours

Issue	Priority Level	Response Time	Resolution Plan	Resolution
<p>All Functionality Unavailable or VIP Issue</p> <ul style="list-style-type: none"> • Primary server or system is down • Network switching is offline • Internet Service Provider is offline • Major interruption in WAN Infrastructure • Executive level interruption (CEO, President, VIP – list to be provided by Client) • Major Line of Business Application Offline • Systems are in failover mode 	1	Within 30 Min's	1 Hour	4 Hours or Less
<p>Work Stoppage – Limited to an Employee or Dept.</p> <ul style="list-style-type: none"> • Important application/system is down but is limited to a single dept. or area • Branch office systems are offline, or WAN system link is down to Corporate HQ's. • Major network latency or switching issue that is isolated to a segment of the network • Primary application is offline, but not essential at the time • Minor system wide latency or Internet Service Provider issue • Backup Systems are repeatedly reporting issues or failures • User is locked out of their PC or Laptop 	2	Within 1 hour	2 Hours	8 Hours or Less
<p>Medium Issue or Limited Stoppage</p> <ul style="list-style-type: none"> • Small section of network switching is down or suffering minor isolated latency • Backup systems are reporting issues or failures for the first time • Issue is important but can wait up to 2 business days for resolution • Issue is isolated to one person experiencing a business interruption • Possible issue with hardware or application but alternative hardware or software will serve client needs in the short term – less than one week 	3	Within 1 Hour	4 Hours	24 Hours or Less
<p>Low Priority Issue</p> <ul style="list-style-type: none"> • General usage question • Future product enhancement, modification or recommendation 	4	Within 1 Hour	8 Hours	48 Hours or Less



Appendix B: Product Comparison

Description	ProActive
Account Management	
Quarterly Business Reviews	•
Document software and hardware changes	•
Systems	
Monitor that essential server services are running	•
Maintain and monitor security patch levels	•
Monitor event logs on covered servers and identify any potential issues	•
Monitor hard drive free space on server and clients	•
Monitor backups	•
Performance monitoring – warning of dangerous conditions Memory running low Hard drive showing sign of failure Hard drive running out of disk space Network Cards report unusual collision activity	•
Maintain and monitor Anti-Virus	•
Temporary File and Internet Debris Removal	•
Install covered software updates	•
Reboot servers	•
Maintain Existing Active Directory groups (accounting, admin, printers, sales, warehouse, etc.)	•
Monitor internet connectivity, firewalls, and routers	•
Maintain office connectivity to the Internet	•
Performance Monitoring / Capacity Planning	•
Basic manufacturer's updates to network devices, including routers, firewalls, etc.	•
Check Router Logs	As Needed



Description **ProActive**

Backup and Disaster Recovery

Troubleshoot failed backups	•
Review Backups	•
Recover deleted files and corrupted files (2 files per month)	•

Applications

Exchange user/mailbox management	•
Ensure Microsoft Applications are functioning properly Microsoft Windows, Services, MS Office	•
Exchange Management	•
Setup New Distribution Group for more than 10 Users	\$125/Hr.

End User Support

Microsoft Application Support	•
Printing Issues (Remote Printer Support is limited to driver and basic connectivity issues, beyond that will require an on-site visit)	•
iPhone, Windows Mobile and Android Support (for agreed upon devices)	•
Remote Service Desk (during business hours)	•
Onsite Support – As deemed necessary by CITOC	•

New Setup / Replacements

Setup New PC (New User) – First 5 per month included then 2 hours minimum for each thereafter	*After 5 \$250/Ea.
Setup New User -	*After 5 \$250/Ea.
Setup New iPhone or another Smart Phone	*After 5 \$250/Ea.
Replace PC and Migrate User Data (if user is on managed service and hardware purchased from CITOC)	*After 5 \$250/Ea.
Setup New Printer/Copier/Scanner, etc.	*After 5 \$250/Ea.

*When any combination of the above-mentioned services reaches a quantity of five in a given month then billable events occur.



**IMPROVING PROFITABILITY
WITH TECHNOLOGY**

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By signing and agreeing to this quote, client agrees to the terms and conditions of the Managed Services Engagement Plan agreement.

Signature

Date