



## **Covered Bridge Capital**

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**NetCare/SecureCare - June 2022**

6/6/2022

## Our Service Commitment

### **We take security very seriously.**

Did you know that 80% of IT providers don't carry cyberinsurance or are grossly uninsured? We are insured by one of the top carriers in the world where we regularly demonstrate our compliance to IT security best practices.

### **We offer a true 24 x 7 x 365 service. We'll answer your call in 45 seconds or less.**

Our Service Desk and Network Operations Teams consist of dozens of trained technicians, working over multiple shifts in geographically diverse locations. They will answer your call live within 45 seconds. Our NOC team will handle alerts within 15 minutes of receiving them – any hour of the day or night.

Our competitors may say they offer the same service, but our experience over the years has proven otherwise. We never fake our way through providing 24 x 7 x 365 service. The science of this is simple. Your provider either has the staff and resource depth to answer the phone in 45 seconds or your company's users will be waiting hours for a response to their request. In a world of cybersecurity threats, you can't afford to wait for hours.

### **We use a service level agreement and stand behind it.**

Included in this proposal is our service level agreement. It is our commitment to you on our response time and availability. It will be included in our master services agreement with you.

### **We guarantee our services. If we are not performing, you can terminate our agreement.**

When you sign our agreement, we guarantee our services to you via our service level agreement. If you experience a service issue, provide us notice of the issue, and we do not cure it within 30 days, you can cancel our agreement. No questions asked.

### **We guarantee our pricing. We'll match any competitor's price.**

We are so confident in our services and our company that we guarantee our pricing. We'll match the price of any competitor, assuming the scope of services is the same. Period.

### **Our experience is second to none. We've been at this for over 20 years.**

When you work with CTN, you are buying a team of talented business and technical people. One of the most important services we provide is redundancy of people so you are never reliant on one person for your IT support and needs. We know IT. Let us worry about it so you can focus on running and growing your business.



## CTN's Cyber Commitment

### CTN's Commitment to Protecting Your Organization

Did you know that IT managed service providers are not required by any law to do the following?

1. Maintain a standard set of security controls according to IT best practice.
2. Conduct a self or external assessment of security controls.
3. Utilize secure systems for maintaining client data and passwords.
4. Implement cybersecurity systems and controls to protect client data.
5. Implement and document disaster recovery and business continuity plans.
6. Maintain cyber, general liability, cybercrime, employee theft, and professional liability insurance.

**According to industry data, only 20% of IT providers have addressed these 6 factors.**

The other 80% are putting **your company's financial and data assets along with your reputation at risk.**

**CTN takes these issues seriously and has voluntarily complied with NIST cybersecurity standards and IT best practices.**

We will be happy to explain and detail the steps we take to ensure that we are not the security risk your organization faces. Bad actors are out to attack and compromise poorly managed IT firms to gain access to their clients' data. CTN does not want to be a statistic.

Appropriate insurance coverages is one such critical concern. Many IT firms and consultants have little to no insurance. Often buyers of IT services do not ask about such coverages. If your IT provider goes out of business because of a major security incident, it could significantly impact your company.

CTN coverages in effect (all are seven figure limits) –

1. Technology Errors and Omissions Liability
2. Cyber Incident Response
3. Business Interruption Expense
4. Digital Data Recovery
5. Network Extortion
6. Cyber, Privacy, and Network Security Liability
7. Electronic, Social, and Printed Media Liability
8. Enterprise Services and Technology Services Professional Liability
9. Technology Service Provider Liability
10. Employee Theft and Cyber Crime Liability
11. Ransomware Protection / Liability

## Why Partner With CTN?

One of the most experienced IT services providers in greater Philadelphia, CTN has been servicing satisfied clients in Pennsylvania, New Jersey, Delaware and beyond for 20+ years. Whether you're looking for IT support on a single project or your organization wants to completely outsource to the cloud, you'll find a trusted partner for anything and everything technology.

## Our Mission

***To exceed client expectations by providing the technological expertise, guidance, and support allowing our clients to focus on running and growing their business.***

## Our Vision

***To maintain our reputation as one of the premier strategic IT service providers in the Greater Philadelphia area while offering value to our clients.***

## Our Core Values

**Respectful** - To foster a respectful environment where individuals are valued both personally and professionally.

**Ethical** - To promote integrity and ethical interactions with our colleagues, clients, and the community.

**Service** - To always remain service-oriented towards our clients.

**Empowering** - To maintain a culture of empowerment that enables individuals to achieve their potential.

**Socially Responsible** - To contribute time, talent, and treasure to charitable causes.

**Our dedicated staff loves seeing our clients succeed. Your success is our success. When you grow, we grow.**

## Your Success Is Our Success

**We are proud of our accomplishments for almost 25 years as a leading IT services provider in the Philadelphia region. We are thrilled to share some success stories from our satisfied clients.**

*"CTN is very intuitive. They are in tune with our staff. When you call them, they never make you feel like you don't know what you are talking about. They built their company on the same values as ours. We've been with them for over 10 years. We love their service desk approach. They quickly handle minor user issues while major issues are escalated to more senior level engineers. CTN also backs up and cares for our data."*

**Managing Partner, Engineering / Architecture Firm**

*"Law firms tend to be a bit behind with technology and don't have the patience and time to deal with IT issues. We needed a competent and patient IT provider and CTN has exceeded our expectations."*

**Practice Manager, Law Firm**

*"CTN is very service oriented. The amazing thing, and probably the best aspect of their service, is that CTN removed me from the day-to-day IT tasks. They have made my job much easier."*

**Firm Administrator, Financial Services Consulting Firm**

*"CTN stays current with our software and hardware needs and always provides alternatives for our decision making process. Each user can easily contact the CTN service desk at anytime from anywhere. They have gently pushed us into upgrading outdated hardware and software. We no longer experience constant downtime. The proactive approach CTN takes allows us to focus on what we do best."*

*"Speaking on behalf of all of our employees, we appreciate all that CTN has done to make us IT trouble free."*

**Controller, Manufacturing Company**

*"We were in major trouble which is why we hired CTN. They saved us from a disaster and a potential loss of all of our accounting system data. They have serviced us ever since. We would not be in business today had it not been for CTN."*

**CFO, Healthcare Organization**

*"There is a level of trust with CTN that is important. We never felt anything less than a top priority for CTN despite the growth of both organizations. We look for loyalty and trust and CTN has delivered. CTN, like us, also believes in giving back to the community. This shows our business philosophies are aligned."*

**President & CEO, Specialty Food Retailer & Distributor**

*"As we evaluated our options, CTN rose to the top of the IT vendor list. Their ability to understand our business needs, not just our IT needs, was pivotal. With CTN, we have added a partner who has been involved in our business, speaks plainly without tech jargon, and has been able to support the growth of our company."*

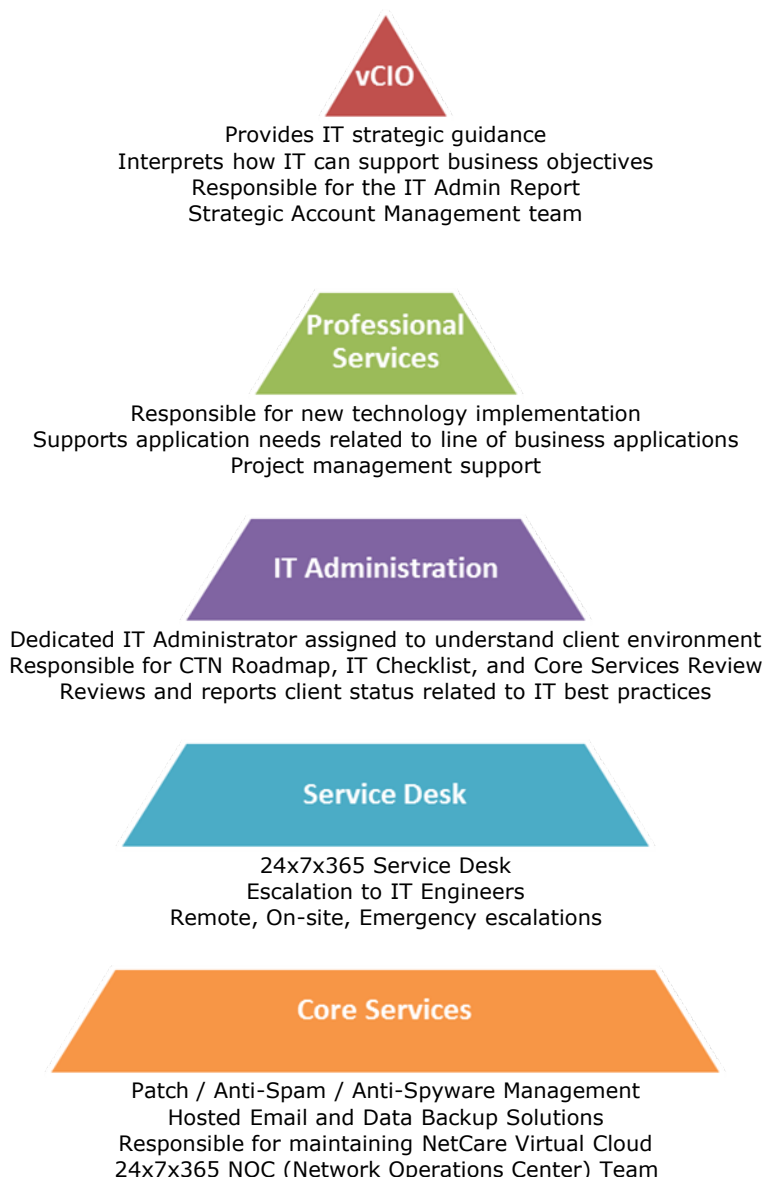
**Managing Partner, Tire Distributor**

## Strategic IT Approach

CTN defines IT as the hardware, software, processes, procedures, data and *people* working in concert to provide a measureable and beneficial outcome to an organization. We know from experience that *people* are the most important part of IT yet the most overlooked by IT providers. As a provider who is focused on strategy we understand that IT is more than just software and hardware.

## NetCare Service Delivery Framework

The following graphic represents our proprietary support process and framework that we apply to all NetCare engagements. While each engagement may be customized to specific client requirements, our best practice approach remains central to our ongoing support strategy.



## Master Services Agreement

## Master Services Agreement

**CTN Solutions Master Services Agreement (MSA)****A. Client Information**

Company: **Covered Bridge Capital**  
 Contact: **Dean Lipson**  
 Title: **Partner**  
 Address: **100 West Germantown Pike**

**Plymouth Meeting, PA 19462**

Email: **dean@cbcap.net**  
 Telephone: **(215) 646-9700**

**B. MSA Effective Date: 06/10/2022****C. Terms: All defined terms used in this MSA shall have the definitions contained in paragraph 1 of the attached MSA Terms and Conditions.****MSA TERMS AND CONDITIONS**

CTN Solutions, Inc. ("CTN") will provide products and services as set forth in this Master Services Agreement ("MSA") and the attached Schedule(s), Statement of Services, and/or Statement of Work (SOW), which are incorporated, if applicable (collectively "MSA"). This shall also apply to future Schedules, SOWs, or Service Agreements executed by **Covered Bridge Capital** ("Client") and CTN. Both CTN and **Covered Bridge Capital** ("Client") agree to the terms within this MSA.

**1. DEFINITIONS:** The following words and terms shall have the following meanings in this MSA:

- a. **Agreement Start Date** – shall mean the date listed on the Schedule A when the Service Agreement takes effect.
- b. **Agreement Term** – shall mean the duration of time between the start date and end date of each Service Agreement as listed on the Schedule A.
- c. **Client Materials** – shall mean any content, data or similar Client information, Client customer lists, third party software or applications, and hardware supplied (if any) by Client to CTN under this MSA.
- d. **Client Rate Card** – shall detail CTN's hourly billing rates, rate categories, retainer pricing, and any rate discounts.
- e. **MSA Addendum - Schedule E** – shall be used by the parties for certain modifications to this MSA and will only be part of this MSA if executed in writing by both parties.
- f. **MSA Effective Date** – shall mean the effective date of this MSA.
- g. **Obligations** – shall mean all fees, payments, or sums due under this MSA and attached Schedules and any Schedules executed by both parties in the future.
- h. **Parties** – shall mean CTN and Client collectively.
- i. **Regular Business Hours** – shall mean normal business hours of CTN (Monday – Friday, 8AM – 6PM) except holidays.
- j. **Service Agreement** – shall mean any service agreement executed by CTN and Client as outlined in the Service Fees Schedule and Statement of Work (Schedule A and B) documents or any subsequent Schedule A or B documents executed on or after the MSA Effective Date. A service agreement shall contain an agreement start date and term.
- k. **Service Fees - Schedule A** – shall outline the fees, agreement term length, and agreement start date on which any Service Agreement shall take effect.
- l. **Service Level Agreement - Schedule C** – shall outline CTN's response times to Client requests for service.
- m. **Services** – shall mean the information technology services that CTN provides to Client under the terms of this MSA.
- n. **Statement of Work - Schedule B** – shall outline the service details on any service agreements, recurring services, project services, or other scopes of service agreed to by CTN and Client.

**2. TERM:** The term of each Service Agreement shall become effective on the date ("Agreement Start Date") set forth in the Service Fee Schedule (Schedule "A") and shall continue in full force and effect for the term ("Agreement Term") stated in the same Schedule A. The Service Agreement shall automatically renew on the same terms as existed immediately preceding the renewal, at the end of the Agreement Term unless written notice to terminate is provided by one party to the other at least ninety (90) days prior to the end of the Agreement Term.**3. SERVICES:** CTN will provide all Services in accordance with this MSA and the attached Scope of Services (Schedule B) and will do so with reasonable skill and care. CTN may vary the technical specifications of the Scope of Services, provided such variation does not materially impair the Services provided by CTN to the Client. The most recent and complete version shall be available on our website – [www.ctnsolutions.com/termsofservice](http://www.ctnsolutions.com/termsofservice)**4. FEES:** Fees shall be charged in accordance with the Service Fee Schedule A, Project Services Schedule A, or the Client Rate Card.**5. PAYMENT TERMS:** All payments for Goods and Services shall be due in accordance with the applicable Service Agreement Schedule A, Project Services Schedule A, or any other documents executed by the parties. If payment of any Obligation, fee or sum due is received by CTN more than ten (10) days after its due date, Client agrees to pay interest as outlined in 17(d) of this

## Master Services Agreement

agreement.

**6. SERVICE LEVEL AGREEMENT:** CTN will provide Services in accordance to the Service Level Agreement attached as (Schedule C).

### **7. CLIENT PROHIBITIONS AND RESPONSIBILITIES:**

#### **Prohibitions:**

- a. Client will not, directly or indirectly, acquire any rights of ownership in the software or equipment owned and installed by CTN at the Client location and/or at our remote data center(s) or the software installed on such equipment by virtue of this MSA and shall not have, by operation of law or otherwise, any lien or other similar right over or in relation to such equipment and/or software owned or licensed by CTN and provided to the Client.
- b. Client will not use the equipment, licenses, software and Services provided under this MSA in any other manner and for any other purpose than as set forth in this MSA.
- c. Client will not assign any rights under or assign, mortgage or pledge this MSA, absent CTN's express written consent.
- d. Client will not permit any other person, firm, entity or corporation to use the goods or Services provided for in this MSA absent the express written consent of CTN.

#### **Responsibilities:**

- a. Client will procure and maintain sufficient Internet services to access CTN's data center(s). CTN has no responsibility or liability for damages arising from Client's Internet Provider.

**8. CONFIDENTIAL INFORMATION:** CTN acknowledges that confidential information is a special, valuable and unique asset of the Client, and agrees at all times during the Contract Term and hereafter to keep in confidence all proprietary information. Confidential information refers to any and all information of a confidential, proprietary, or secret nature which is or may be either applicable to, or related in any way to (a) the business, present or future, of Client or any subsidiary or (b) the business of Client or any Client of Client or of any subsidiary. Confidential information includes, for example and without limitation, trade secrets, processes, formulas, data, know-how, improvements, inventions, techniques, marketing plans and strategies, and information concerning Clients or vendors.

**9. INTELLECTUAL PROPERTY:** Client acknowledges that, pursuant to this MSA, Client is given a non-exclusive, non-transferable, royalty-free right to use, during the term of the End-User License Agreement, any technology incorporated in the Software or the Service solely for the purpose of using the Service and not for providing services to any third party.

**10. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING CONTAINED ELSEWHERE IN THIS MSA TO THE CONTRARY, CLIENT AGREES TO THE FOLLOWING LIMITATIONS OF LIABILITY AND LIMITATIONS OF WARRANTIES. CLIENT AGREES THAT CTN'S TOTAL LIABILITY AND CLIENT'S SOLE REMEDY IN CONNECTION WITH THIS MSA IN THE EVENT OF ANY IRREGULARITY, DEFECT, OMISSION, OR OTHER BREACH OF AFORESAID WARRANT IS FOR CTN TO PERFORM, WITHOUT ANY ADDITIONAL COST TO CLIENT, SUCH ADDITIONAL SERVICES AS ARE NECESSARY TO CAUSE THE SERVICES TO CONFORM TO THE DESCRIPTION SET FORTH IN THE APPLICABLE SERVICE AGREEMENT. IN NO EVENT SHALL CTN OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM CTN'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS MSA OR ANY OF THE ATTACHMENTS OR EXHIBITS HERETO, OR RESULTING FROM THE FURNISHING, PERFORMANCE, OR USE OR LOSS OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY, EVEN IF CTN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY LIMITS ALL CLAIMS AND DAMAGES FOR INTERNET ACCESS PROVIDER BREACHES, CTN WILL NOT BE HELD LIABLE FOR DAMAGES AND CLAIMS ARISING FROM BREACHES BY THE CLIENT'S INTERNET ACCESS PROVIDER OR ANY OTHER [THIRD] PARTY PROVIDER. CTN, ON BEHALF OF CTN AND CTN'S AFFILIATES AND SUBCONTRACTORS, MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH REGARD TO THIS MSA ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INTERFERENCE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, QUALITY, SYSTEMS INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CTN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THIS SECTION LIMITS CLIENT'S REMEDIES AND CTN'S LIABILITY FOR DAMAGES.**

**11. THIRD PARTIES:** CTN makes no independent representations or warranties with respect to products and services provided by third parties. Client's exclusive remedies with respect to third party products and services are with such third parties and no remedies are enforceable against CTN for damages arising from the acts or omissions of third parties.

**12. ADVERTISING AND PUBLICITY:** Neither party shall issue any press release, make any public announcement relating in any way whatsoever to this MSA or the relationship established by this MSA, or publicly use the other party's name, logo or other trademark/service mark without the prior written consent of such other party.

**13. FORCE MAJEURE:** CTN shall not be liable for any breach of this MSA and/or delays in service delivery caused by matters beyond CTN's control, including, without limitation, Acts of God, terrorism, fire, action by any government or quasi-governmental entity, flood, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, lightning, war, weather of exceptional severity, criminal acts, cyber-attack, or Malicious Code arising from any persons or entities.

**14. SOLICITING EMPLOYEES OR REPRESENTATIVES:** CTN and Client agree not to employ, engage the services of or solicit any employee or representative of each other's business, either directly or indirectly, during the term of this MSA and for a period of (24) months following the contract termination date. A substantially prevailing party in a claim of breach of this provision is entitled to recover reasonable attorneys' fees, costs, and expenses of litigation, as well as damages.

**15. SERVICES FEES:** Any one-time or recurring monthly charges shall be payable as outlined in the Services Fee (Schedule A) and Scope of Services (Schedule B) and according to the terms of this MSA. Regardless of Contract Term, CTN shall have the right to increase the fees for Services, including fees for additional services, annually by providing written notice 30 days prior to the contract annual anniversary date based on the Contract Start Date. Such increases will be limited to no more than 5% each year. Client agrees to pay any and all taxes levied or assessed by any governmental agency for provision of the Services to be provided



## Master Services Agreement

under this MSA.

**16. EVENTS OF CLIENT DEFAULT:** The following events, or any one or more of them, shall be events of default under this MSA:

- a. Client shall fail to pay any obligation or other sum payable under this MSA when due without notice;
- b. Client shall fail to perform or comply with other terms, covenants, agreements or conditions hereof (and such failure or breach shall continue for more than ten (10) days after written notice thereof from CTN);
- c. Within 60 days after the commencement of any proceeding against Client seeking any reorganization, arrangement, composition, readjustment, liquidation or dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within 60 days after the appointment without the consent or acquiescence of Client, of any trustee, receiver or liquidator of Client, or of any material part of its properties, such appointment shall not have been vacated;
- d. Client discontinues operations;
- e. Client fails to operate in the ordinary course of business for a period in excess of seven (7) days; or
- f. Client shall be given three (3) notices of default under this Paragraph within any period of eighteen (18) months preceding, notwithstanding any subsequent cure of the failure to perform or observe the terms or conditions of this MSA as identified in such notices;
- g. Client shall cease doing business as a going concern, make an assignment for the benefit of creditors, generally not pay its debts as they become due or admit in writing its inability to pay its debts when they become due, be adjudicated an insolvent, file a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law, rule or regulation, or file an answer admitting the material allegations of a petition filed against it in any proceeding, or consent to the filing of such a petition or acquiesce in the appointment of a trustee, receiver, custodian or other similar official for it of all or any substantial part of its assets or properties, or take any action looking to its dissolution or liquidation;
- h. Client gives written or oral notice to CTN or others that the Client will not perform when performance is due; or
- i. Client, by act, deed or word, conveys an intent to repudiate or not perform this MSA before a time for performance is due.

**17. REMEDIES FOR CLIENT DEFAULT:** In the event of a default, CTN at any time thereafter may exercise any one or more of the following remedies, the remedies being deemed cumulative:

- a. Terminate or suspend Client's use of Services.
- b. CTN may declare all Obligations under this MSA, including the entire balance of the remaining Obligation under the Services Agreement(s) due, together with all the Obligations, charges, payments, costs and expenses payable by Client as though such amounts were payable in advance on the date the event of default occurred.
- c. **ATTORNEYS' FEES AND COSTS:** If CTN engages counsel to represent CTN with regard to any breach, enforcement or attempted enforcement, whether or not suit is brought, or to collect or attempt to collect hereunder, Client shall be jointly and severally liable for and they shall pay CTN, upon demand, the full amount of collection charges and/or attorney fees, costs and expenses incurred, including, but not limited to, court costs, filing fees, transcript and deposition costs, exhibit costs, travel expenses, witness fees and all other costs and expenses associated with enforcement or attempted enforcement of any claim. Attorneys' fees shall include reasonable charges for attorneys, paralegals, legal assistants, secretaries and clerks. Attorneys' fees of forty percent (40%) of the amount due or, if greater, \$250.00 per hour, shall be reasonable. Attorneys' fees shall also include all actions in or outside of bankruptcy, including, but not limited to, efforts for relief from any automatic stay or injunctions and all appeals, whether or not in bankruptcy.
- d. **INTEREST:** Interest shall accrue on any unpaid balance that becomes more than ten (10) days past due at the rate of 1.5% per month interest, compounded monthly until paid in full, calculated from the original due date.
- e. **JURISDICTION AND VENUE:** Client consents to Pennsylvania jurisdiction and venue in consideration for CTN's promises in this MSA. Client consents to the personal jurisdiction and venue of any court located in the County of Montgomery, Commonwealth of Pennsylvania, and Client waives all objections based upon improper jurisdiction, improper venue or forum non conveniens.

**18. EVENTS OF CTN DEFAULT:** The following events will be events of defaults under this MSA by CTN:

- a. CTN materially breaches or defaults in the performance of any of its duties or obligations within the NetCare Managed Service Agreement, and the default is not cured within thirty (30) days of written notice specifying the default.

**19. REMEDIES FOR CTN DEFAULT:** In the event of default by CTN, Client at any time thereafter may exercise any one or more of the following remedies:

- a. Client may terminate this MSA or specific Service Agreement by giving CTN thirty (30) days' notice of intent to terminate for default, in writing;
- b. If this MSA is terminated due to CTN default, Client shall within ten (10) business days of the date of termination deliver to CTN all Confidential Information supplied by CTN pursuant to the MSA. Moreover, CTN shall within ten (10) business days of the date of termination deliver to the Client all Confidential Information and Client Materials supplied by Client. If there are any Obligations due or outstanding to CTN at the time of the notice of termination, these Remedies are not enforceable against CTN.
- c. All provisions of this MSA addressing limitation of liability, confidentiality and governing law will survive termination of the MSA.

**20. TERMINATION:** In the event of termination due to Client notice or default of this MSA or any Service Agreement:

- a. Client must immediately provide CTN access to all facilities where CTN hardware (if any) is installed so such hardware may be removed.
- b. All data and passwords for software owned by Client and in CTN's possession will be accessible from CTN at any time during the term of the agreement and for a period of ninety (90) days after termination and are retrievable at the request of Client. Beyond ninety (90) days from the date of termination, CTN will destroy all Client information in Client's databases, including passwords. It is the Client's responsibility to make arrangements with alternative provider(s) in order to avoid any disruption of Services. CTN has the right to bill for retention of Client data within backups during this 90 day period.

## Master Services Agreement

- c. Should Client desire CTN's assistance with transition to an alternative provider(s), such assistance (other than provision of passwords and data) will be charged to Client on an hourly basis, and CTN shall, upon request, be paid a reasonable advance before undertaking any such work.
- d. Should Client wish to resume Services after the termination date and should CTN so agree, a reinstatement fee will be charged and Client re-assessment may be required, which may result in additional or greater charges.
- e. Neither access to data on CTN servers nor assistance with transition (other than the providing of passwords for Client owned equipment) will be provided if Client is not current on all Obligations owed to CTN or is in breach of its contractual Obligations to CTN.
- f. Client shall be responsible for payment of all remaining monthly fees remaining on each service agreement unless Client and CTN agree to a modified termination fee. Client, at a minimum, shall be responsible for any hardware or software costs that CTN has incurred or purchased on behalf of Client for the full term of each Service Agreement should the Client terminate services prior to the contract end date of the Service Agreement.

**21. ASSIGNMENT OF MSA:** CTN may assign its rights and obligations under the MSA to any company which is a member of the same group as CTN. A company will be in the same group as CTN if it is a subsidiary of CTN, a holding company of CTN, or a subsidiary of any such holding company. Additionally, Client acknowledges that CTN shall be permitted to assign the MSA to any successor in title or other entity into, by or with which the business or assets of CTN to which the MSA relates may be merged, acquired, consolidated or reorganized, or any entity which may purchase all or substantially all of such business or assets. The MSA shall be binding upon and shall endure to the benefit of the parties hereto and their respective successors and permitted assigns.

### **22. MISCELLANEOUS:**

- a. **GOVERNING LAW:** This MSA is governed by the laws of the Commonwealth of Pennsylvania, without giving effect to conflicts of law rules.
- b. **INTEGRATION CLAUSE:** This MSA contains the entire agreement between the parties. By signing below, the parties agree that there are no other understandings or agreements, verbal or otherwise, in relation thereto, except those expressly set forth herein. The parties have not relied on any statement, projection, report, information or other representation or warranty except for those representations and warranties specifically set forth in this MSA.
- c. **SEVERABILITY:** No determination by any court, governmental body, arbitration or other judicial body that any provision of this MSA or amendment is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of this MSA. Each provision shall be valid or enforceable to the fullest extent permitted by, and shall be construed where and whenever possible as being consistent with applicable law.
- d. **NO WAIVER OF DEFAULT:** This MSA shall remain in full force and effect unless and until terminated under and pursuant to the terms of this MSA. The failure of either party to insist upon strict performance under the provisions of this MSA shall in no way affect the right of such party thereafter to enforce the same, nor shall waiver of any breach of any provision hereof be construed as a waiver of any subsequent default of the same or similar nature, nor shall it be construed as a waiver of strict performance of any obligations herein.
- e. **PERSONS BOUND:** This MSA shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.
- f. **NO ORAL MODIFICATION:** This MSA may not be modified or amended except in writing executed by the parties. All prior negotiations, oral or written, are merged in this MSA.
- g. **HEADINGS NOT PART OF AGREEMENT:** Any headings preceding the text of the several paragraphs and sub-paragraphs hereof are inserted solely for convenience and reference and shall not constitute a part of this MSA nor shall they affect its meaning, construction or effect.
- h. **COUNTERPARTS:** This MSA may be executed in counterparts, each of which will be an original which together shall constitute one and the same instrument.
- i. **AUTHORITY:** All parties hereto represent and warrant that they have the authority to enter this MSA and are legally bound hereby.
- j. **SURVIVAL:** All parties agree that the representations, warranties and obligations hereunder shall survive any closing or exchange dates hereunder.
- k. **MUTUAL COOPERATION:** Each party shall, at any time and from time to time thereafter, take any and all steps to execute and perform the MSA, and its terms and conditions, acknowledge and deliver it to the other party and execute any and all further instruments and/or documents that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this MSA and to fulfill the intents and duties hereof and to take such actions as are reasonably necessary to fulfill the duties and intents of this MSA.
- l. **OTHER DOCUMENTATION:** The parties agree that they will forthwith and within at least ten (10) days after demand therefore, execute any and all written instruments, assignments, releases, satisfactions, deeds, notes or such other writings as may be necessary or desirable for the proper effectuation of this MSA, and as their respective counsel shall mutually agree should be so executed in order to carry out fully and effectively the terms of this MSA.
- m. **TELEFACSIMILE/E-MAIL EXECUTION:** Delivery of an executed counterpart of this MSA by telefacsimile or e-mail shall be equally as effective as delivery of a manually executed counterpart of this MSA. Any party delivering an executed counterpart of this MSA by telefacsimile or e-mail also shall deliver a manually executed counterpart of this MSA, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this MSA.
- n. **NOTICES:** All notices, demands and other communications which may, or are required to be given under this MSA shall be made by hand-delivery or pre-paid United States mail and each shall be deemed given when hand-delivered or when placed in the U.S. post office. Notices shall be given at the address of the parties as follows unless such address is changed in writing by any of the parties:

**CTN: CTN Solutions, Inc.**  
Attn: Account Services

## Master Services Agreement

610 Sentry Parkway, Suite 110  
Blue Bell, PA 19422

**CLIENT: Covered Bridge Capital**  
100 West Germantown Pike

Plymouth Meeting, PA 19462

o. NO PRESUMPTION AGAINST CTN: This MSA shall be construed without regard to any presumption or other rule of law requiring construction against the party that drafted the document.

**ELECTRONIC SIGNATURE:** This MSA, when executed by electronic signature, shall have the same binding effect had it been executed by handwritten signature according to the PA Uniform Electronic Transactions Act (UETA). By providing an electronic signature, Client agrees that such signature is legally binding, that the individual signing is authorized to do so, and that they are the president, owner, and/or officer of the Client. Client will not at any time in the future repudiate the meaning of an electronic signature or claim that such signature is not legally binding.

**MSA EFFECTIVE DATE: 06/10/2022**

**PLEASE PRINT AND SIGN THE ATTACHED ELECTRONIC SIGNATURE CONSENT AGREEMENT AND RETURN TO OUR OFFICE VIA MAIL OR EMAIL AT [ACCOUNTS@CTNSOLUTIONS.COM](mailto:ACCOUNTS@CTNSOLUTIONS.COM)**

**USE THE WEB LINK TO APPROVE THIS MSA ELECTRONICALLY.**

## Recommendations and Next Steps

CTN recommends the following action steps for **Covered Bridge Capital**:

### **Onboard Period (agreement date through the first 90 days of services)**

1. Engage CTN for NetCare Managed Services
  - During our onboard process we will deploy our infrastructure and security assessment tools.
  - Transition planning from current provider to CTN
  - CTN enables Service Desk, Network Operations Center, and engineer support services.
2. Implement SecureCare Essential CyberSecurity Services – including security awareness training, enhanced multi-factor authentication, AI-based phishing protection, email protection, and email compliance.
3. Implement account management work plan / agenda / client business review meetings.

### **Post Onboard Period (Onboard completion date through the next 90 days)**

1. Implement Backup/Archive Solution for O365 (enhance the basic capabilities of O365, allow for compliance/e-discovery)
2. Review active directory, Office 365 Setup, Azure / Virtual Desktop. Make recommendations for changes if necessary.
3. Review and prepare IT policies/procedures
4. Review current network cabling, switches, wireless access points, and firewall hardware. Propose upgrades if necessary.

## Key Dates

## Recommendations and Next Steps

MSA Effective Date (CTN is authorized to access client systems)

**06/10/2022**

NetCare Service Agreement Start Date (CTN begins provisioning contracted services)

**06/15/2022**

NetCare Service Agreement Term

**24 Months**










Planned Go-Live Date (CTN services become fully operational)

**06/30/2022**

Note: The NetCare Agreement does not start until all documents have been signed by the client and payment arrangements have been made. Delays to the Agreement Start day will cause a delay of the Planned Go-Live Date.

## NetCare Enhanced Managed Services Program

Our NetCare Managed services are customized for your organization. With your input, our scope can be modified should you wish to change our recommended approach defined below.

NetCare Managed IT Services	Enhanced
Core Services (24 x 7 Network Operations Center (NOC), Remote Monitoring, OS Patching)	
Workstation Remote Access	
Basic Security Program (Anti-Virus, Anti-Malware, Anti-Spam)	
24x7x365 Service Desk (Level 1) Support - REMOTE ONLY	
Network Infrastructure Management (Primary + Additional Covered Locations)	
Engineering (Level 2) Support - Servers	
Engineering (Level 2) Support - Users / Workstations	
Strategic Account Manager (SAM)	
Virtual CIO	H
Line of Business Software / Application Software Support (related to user access, other issues escalated to vendor)	
IT Projects / Hardware and Software Installation	SOW
Data Backup, Microsoft 365 or Azure, other add-on services	SOW

•Included

H Billed Hourly

•Remote Included / Onsite Billable Hourly

**SOW** Billed per the project or additional services scope

## SecureCare Enhanced Cyber Security Services

SecureCare Service Plans	Foundation	Essential	Advanced
What service level fits for your organization?	Cyber Insurance	Cyber Insurance New York Shield PCI	Cyber Insurance New York Shield PCI HIPAA NIST NIST DFARS 800-171
RansomWare Service Guarantee	1 Incident per year Up to \$25,000	1 Incident per year Up to \$25,000	1 Incident per year Up to \$25,000
Compliance Management Platform	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cybersecurity Compliance Management (includes cyberinsurance template)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cybersecurity Compliance Reporting	Same frequency as CBR	Same frequency as CBR	Same frequency as CBR (monthly or quarterly as needed)
Additional Compliance Templates & Reporting	Available for additional fee	Available for additional fee	One additional included
Enhanced Anti-Virus	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Enhanced Anti-Spam	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Email Encryption	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Email Data Loss Prevention	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Enhanced Endpoint Threat Detection	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Email Compliance Archive	x	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Enhanced Phishing Protection	x	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DNS Protection	x	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Security Awareness Training	x	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Enhanced Multi-Factor Authentication*	x	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Disk Encryption	x	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Password Management	x	x	<input checked="" type="checkbox"/>
Mobile Device Management**	x	x	<input checked="" type="checkbox"/>
24x7x365 Security Information Event Monitoring	x	x	<input checked="" type="checkbox"/>

## SecureCare Enhanced Cyber Security Services

## NetCare One-Time OnBoard Fees

Description	Price	Qty	Ext. Price
CT-NC-ENHANCED-ONB <b>NetCare Enhanced Onboard Fee</b> NetCare Enhanced Managed Services Onboard Fee	\$2,500.00	1	\$2,500.00
CT-NC-ENHANCED-ONB-DISC <b>NetCare Enhanced Onboard Fee Discount</b> NetCare Enhanced Managed Services Onboard Fee Discount	(\$1,000.00)	1	(\$1,000.00)
Subtotal:			<b>\$1,500.00</b>

## NetCare Enhanced Monthly Recurring Fees

Description	Recurring	Qty	Ext. Recurring
CT-NC-ENHANCED-BASE <b>NetCare Enhanced Base Environment Fee</b> NetCare Enhanced Base Environment Fee	\$800.00	1	\$800.00
CT-NC-ENHANCED-SVR <b>NetCare Enhanced Server Fee</b> NetCare Enhanced Server Support Fee	\$75.00	4	\$300.00
CT-NC-ENHANCED-WS <b>NetCare Enhanced Workstation Fee</b> NetCare Workstation Support Fee	\$10.00	10	\$100.00
CT-NC-ENHANCED-USER <b>NetCare Enhanced User Fee</b> NetCare Enhanced User Support Fee	\$30.00	10	\$300.00
CT-NC-ENHANCED-DISC <b>NetCare Enhanced Fees Discount</b> NetCare Enhanced Managed Services Fees Discount	(\$200.00)	1	(\$200.00)
CT-NC-ENHANCED-DISC <b>NetCare Enhanced Fees Discount - Additional Base Discount</b> NetCare Enhanced Managed Services Fees Discount	(\$200.00)	1	(\$200.00)
CT-NCV-USERFEE <b>NetCare Virtual User Fee - Email Only User Support</b> NetCare Virtual User Fee	\$12.50	2	\$25.00
Monthly Subtotal:			<b>\$1,125.00</b>



## SecureCare One-Time Onboard Fees

Description	Price	Qty	Ext. Price
CT-SC-ESSENTIAL- <b>SecureCare Essential Onboard Fee</b> OB SecureCare Essential Onboard Fee	\$2,500.00	1	\$2,500.00
CT-SC-DISCOUNT- <b>SecureCare Onboard Fee Discount</b> OB SecureCare Onboard Fee Discount	(\$1,500.00)	1	(\$1,500.00)
Subtotal:			<b>\$1,000.00</b>

## SecureCare Essential Monthly Recurring Services

Description	Recurring	Qty	Ext. Recurring
CT-SC-ESSENTIAL- <b>SecureCare Essential Base Fee</b> BASE SecureCare Essential Base Fee	\$650.00	1	\$650.00
CT-SC-ESSENTIAL- <b>SecureCare Essential Server Fee</b> SVR SecureCare Essential Server Fee	\$75.00	4	\$300.00
CT-SC-ESSENTIAL- <b>SecureCare Essential User Fee</b> USER SecureCare Essential User Fee	\$20.00	10	\$200.00
CT-SC-ESSENTIAL- <b>SecureCare Essential Workstation Fee</b> WS SecureCare Essential Workstation Fee	\$20.00	10	\$200.00
CT-SC-DISCOUNT- <b>SecureCare User Fee Discount</b> USER SecureCare User Fee Discount	(\$5.00)	10	(\$50.00)
CT-SC-DISCOUNT- <b>SecureCare Base Fee Discount</b> BASE SecureCare Base Fee Discount	(\$200.00)	1	(\$200.00)
Monthly Subtotal:			<b>\$1,100.00</b>

## Additional Cloud Services

Description	Recurring	Qty	Ext. Recurring
BEO-ESC1-MSP <b>Barracuda Email Complete</b> Barracuda Email Complete	\$5.95	2	\$11.90
BSE-S001-MSP <b>Barracuda Sentinel for Office 365</b> Barracuda Sentinel for Office 365	\$3.75	2	\$7.50
Monthly Subtotal:			<b>\$19.40</b>

## Additional Cloud Services - Management &amp; Support

Description		Recurring	Qty	Ext. Recurring
CT-MS-BARRACUDA-MGMT	<b>Barracuda Management Fee</b>	\$3.50	2	\$7.00
	Barracuda Management Fee			
CT-MS-BARRACUDA-SUPPORT	<b>Barracuda Support Fee</b>	\$3.50	2	\$7.00
	Barracuda Support Fee			
CT-MS-BAR-MGTSUP-DISCOUNT	<b>Barracuda Management and Support Fee Discount</b>	(\$7.00)	2	(\$14.00)
	Barracuda Management and Support Fee Discount			
CT-MS-AZURE-MGTSUP	<b>Microsoft Azure Management and Support Fee</b>	\$400.00	1	\$400.00
	Microsoft Azure Management and Support Fee			
CT-MS-AZURE-MGTSUP-DISCOUNT	<b>Microsoft Azure Management and Support Fee Discount</b>	(\$100.00)	1	(\$100.00)
	Microsoft Azure Management and Support Fee Discount			
Monthly Subtotal:				<b>\$300.00</b>

## Barracuda Scope of Services (Schedule B)

### Barracuda Complete

Agreement Start Date: **06/30/2022**

Agreement Term: **24 Months**

### Service Overview - Barracuda Complete

CTN's email security solution will help detect and prevent unwanted or malicious emails from getting to the user's inbox and provide end-user training. CTN also introduces our cloud-based archiving to service to archive messages, calendars, tasks, contacts, and public folder. This service also provides unlimited Cloud-to-Cloud-Backup for Exchange, email, SharePoint, OneDrive for Business, Teams and Groups data.

Key features of this solution include:

- 1) Deployment of our spam filtering solution will detect virus infested emails from getting to users email inboxes.
- 2) Enabling anti-phishing for all users' mailboxes will prevent phishing emails from getting through to user's inboxes.
- 3) Enabling email encryption will allow users to send and receive encrypted emails and also prevent data loss
- 4) Enabling our cloud archiving service users will be able to archive messages, calendars, tasks, contacts and public folders.
- 5) Deployment of our Cloud-to-Cloud backup solution provides unlimited storage and retention and the ability to locate and restore files.

### Barracuda Email Complete – Included Services

#### Anti-Spam

CTN implements a cloud-based email security service that protects both inbound and outbound emails against the latest threats.

#### Enhanced Phishing Protection

CTN enables this solution to detect threats inside the customers email system that typical security gateways can't see.

#### Email Encryption

CTN creates a policy to allow user to send and receive encrypted emails.  
CTN will enable data loss prevention.

#### Cloud Archiving Service

CTN enables our cloud-based archiving solution for defined objects.  
CTN enables automatic email archiving which will preserve and apply legal holds to emails.  
CTN defines and enables Outlook plug-ins

#### Cloud-to-Cloud-Backup

CTN deploys our Backup solution for Exchange, email, SharePoint, OneDrive for Business, Teams and Groups data.  
CTN provides unlimited storage and retention for Exchange Online, SharePoint, OneDrive for Business, Teams, and Groups data.

CTN finds and recover files, folders, and mailboxes and restore s to the same account/location or to a different account/location

CTN enables granular restore for Email, SharePoint, and OneDrive.  
CTN will restore after corruption, malware, or ransomware.

### CTN Responsibilities

Provide the services as defined in the prior section –Email Security – Included Services

CTN will coordinate the onboard process. Client will be provided with an Onboard Process overview with three (3) days of acceptance of this Scope of Services.

Ensure stakeholder approval and customer satisfaction through sign off on relevant deliverables.

Conduct an onboard closeout meeting involving all team members and stakeholders.

## Essentials Scope of Services

Agreement Start Date: **06/30/2022**

Agreement Term: **24 Months**

### Service Overview

CTN's SecureCare Advanced Service is the base level of our cyber security program and allows CTN to better monitor, detect, and respond to many cyber threats to your organization. Key features of the Foundation service include:

1. Enrollment in our RansomProtect package that provides up to \$25,000 of services (one incident per year) in the event of a Ransomware attack.
2. Compliance Manager solution which includes internal/external scans to determine any vulnerabilities within the IT environment to support the Client's compliance regime(s).
3. Deployment of an advanced anti-virus/malware solution that defends against many different types of physical and virtual threats.
4. Deployment of a browser-based extension that will protect users when searching on the web.
5. Deployment of an advanced anti-spam solution to protect both inbound and outbound emails against potential threats.
6. Deployment of total protection for email.
7. Deployment of an anti-phishing solution that will help detect and prevent users from receiving phishing emails.
8. Deployment of a DNS protection solution that will protect users from going to unwanted or malicious sites.
9. Deployment of an agent-based solution that will detect, prevent, and remediate ongoing or future threats.
10. Initiating security awareness training to educate users on different types of cyber threats.
11. Deployment of a multi-factor authentication solution at the device level.
12. Implementation of full disk encryption on defined drives.
13. Deployment of our password management solution that will be added as a browser extension.
14. Deployment of a mobile device management solution that provides centralized management for applicable devices.
15. Deployment of our Security Information Event Monitoring (SIEM) that provides 24x7x365 real-time log monitoring.

### SecureCare Advanced Service Level – Included Services

1. Ransomware Service Guarantee
  - a. CTN will enroll the customer into our RansomProtect program.
  - b. Program covers incident response recovery, and related expenses resulting from ransomware software and services being circumvented. Covers one (1) event per year up to \$25,000.
  - c. CTN must be contacted within 24 hours of the ransomware event occurring so that coverage can be submitted to Cyinsurance for approval.
  - d. CTN requires their agents on all company owned/issued workstations, notebooks, and servers.
  - e. RansomProtect is not cyber insurance and CTN strongly recommends Client has an active insurance policy in place.
2. Compliance Management
  - a. CTN shall deploy a compliance management software tool which will manage against one compliance regime (Cyber Insurance). Additional compliance templates are available for a monthly fee.
  - b. A domain is required to perform full network scans. In the event a domain is not available, CTN may not be able to access all computer configurations.
  - c. CTN can implement a domain solution if required at an additional fee if our Compliance Management solution is not able to access all computer configurations.
  - d. CTN will perform and Internal/External scan.
  - e. CTN will assist the POC in completing the questionnaire.
3. Compliance Reporting
  - a. CTN shall provide a written report as part of the CBR (client business review) based on the timeframe of the NetCare CBR.
4. Enhanced Anti-Virus /Malware
  - a. CTN will configure and define both the NOC and Anti-Virus/Anti-malware sites.
  - b. CTN will deploy our agents to all servers and workstations that have NetCare software agents.
  - c. CTN will monitor data traffic traveling out of your computer ports and looks for untrusted processes.
  - d. CTN will push security updates as they are available (ie., when they have been Whitelisted)
  - e. CTN monitors unknown programs to determine whether they contain threats. Blocks known threats from running on your computer that are listed in threat definitions.
  - f. CTN monitors the software and current versions that the device is currently running.
  - g. CTN's solution maintains information on more than 200 million URLs and IP addresses that comprise the most accurate and comprehensive data available for classifying content and detecting malicious sites.

## Essentials Scope of Services

- h. CTN will deploy a browser extension that protects your computer while you are browsing online (Customer must have an Active Directory. If the customer does not have an Active Directory, instruction will be sent out via email to enable the browser extension)
  - i. CTN leverages advanced machine learning and content classification to automate the detection of phishing sites. The service crawls and evaluates requested URLs in milliseconds using hundreds of site attributes as well as external factors associated with the site.
- 5. Enhanced Anti-Spam
  - a. CTN implements a cloud-based email security service that enhances Microsoft 365 email services and protects both inbound and outbound emails against the latest spam, viruses, worms, phishing, and denial of service attacks.
- 6. Email Encryption and Data Loss Prevention
  - a. CTN will create a policy/add-on to allow users to send encrypted emails.
  - b. CTN will enable data loss prevention.
- 7. Email Compliance Archiving
  - a. CTN enables our cloud archiving solution that will integrate with your email service.
  - b. Email journaling will be enabled.
- 8. Enhanced Phishing Protection
  - a. CTN enables our enhanced phishing protection solution that detects threats inside the customers email system.
- 9. DNS Protection
  - a. CTN enables a DNS solution that protects users from landing on unwanted or malicious sites.
  - b. CTN enables predefined policies, with the ability to add/move domains from whitelists/blacklists.
- 10. Enhanced Endpoint Threat Detection
  - a. CTN deploys our agent-based solution to all applicable devices.
  - b. If malicious behavior is detected CTN will take the necessary actions to resolve the issue.
- 11. Security Awareness Training
  - a. CTN deploys security awareness training to all users and tracks progress.
  - b. CTN will provide phishing simulations campaigns which test user awareness.
  - c. CTN will provide standard training videos which are available to end users.
- 12. Enhanced MFA
  - a. CTN enables Multi-Factor Authentication on the devices that meet the requirements from the MFA provider.
- 13. Disk Encryption
  - a. CTN defines the drives that will be encrypted.
  - b. CTN enables full disk encryption on the devices that meet the requirements of the disk encryption provider.
- 14. Password Management
  - a. CTN deploys our password management solution to all users which provides secure password storage and centralized administration to reduce the risk of data breaches.
  - b. CTN provides instructions for adding/managing passwords.
- 15. Mobile Device Management
  - a. CTN configures and connect your company's domain name to the solution.
  - b. CTN connects the customers Active Directory or manually creates and assigns users and groups in the case of no Active Directory.
  - c. CTN assigns licenses for all applicable devices.
  - d. CTN adds apps to be automatically or optionally installed.
  - e. CTN sets up profiles that manage device settings.
  - f. CTN enables management of supported devices and operating systems.
  - g. CTN configures specific settings based on app protection policies.
- 16. Security Information Event Monitoring
  - a. CTN deploys our agent-based solution and configure defined devices to forward logs to the Security Information Event Monitoring (SIEM) platform.
  - b. CTN provides SOC responses which allow security experts to continuously monitor, analyze and respond to security threats.

### CTN Responsibilities

1. Provide the services as defined in the prior section – SecureCare Advanced Level – Included Services
2. CTN will coordinate the onboard process.
3. Ensure stakeholder approval and customer satisfaction through sign off on relevant deliverables.
4. Conduct an onboard closeout meeting involving all team members and stakeholders.

### Client Responsibilities

1. Customer shall assign Primary Point of Contact (POC) within 3 business days of acceptance of this agreement
2. POC will distribute email instructions to enable the chrome browser extension (Only required if Customer does not have Active Directory).

## Essentials Scope of Services

3. Active participation in the completion of compliance manager worksheets.
4. Customer shall be responsible for selecting predefined DNS policies.
5. Customer must contact CTN for any additional whitelisting/blacklisting for DNS protection.
6. Customer must provide a list of all devices for Mobile Device Management.

## General Terms and Conditions

1. Cyber security incident response and remediation services are not included in the Foundation Services.
2. Other "non-standard" support services such as remediation and data restoration shall be billed hourly or per a fixed fee statement of work (SOW).
3. CTN does not guarantee compliance to any insurance policy, law, regulation, or other compliance requirements that Client may be held to.
4. CTN does not warrant or guarantee that Client will not be negatively impacted by any breach, virus, malware, hack, or any other malicious activity.
5. Cyber Issue Classification - When a cyber issue is reported, CTN shall analyze the information provided by Client and classify such issue by assigning it an Incident Severity, an Incident Resolution Level, as well as a Generic or Specific SLA (the "ISSUE CLASSIFICATION"). CTN shall share with Client the initial ISSUE CLASSIFICATION and any updated ISSUE CLASSIFICATION in the form of e-mail. CTN shall work on an issue until it is confirmed to Client via e-mail, and Client accepts via e-mail, that the Incident Resolution Level is at level 3 (Complete Resolution). In the event that Client does not confirm acceptance of the complete resolution of the issue in the next three (3) business days following reception of the confirmation from CTN, such issue will be considered automatically closed.
6. CTN may, from time to time, adjust, amend, and/or enhance the scope of services covered in this Agreement.
7. SecureCare support is offered for all currently supported Microsoft operating systems as defined by Microsoft as supported operating systems. Support requested of CTN for non-supported Microsoft operating systems shall not be covered within the Scope of Services.
8. All other non-Microsoft operating systems will be evaluated on a case by case basis to determine compatibility with SecureCare services. Unless noted herein, support for non-Microsoft operating systems will not be covered under this agreement.
9. Client shall maintain current warranties with all hardware and software (including line of business software) installed on the network. Support requests related to hardware and/or software not covered by a manufacturer's warranty will not be covered under the SecureCare Service Agreement.
10. The Client Base Fee will not be reduced regardless of client user count. Any discounts may be modified if users are decreased based on the user count when the discount was provided.
11. CTN does not prorate our invoices when service items are added or deleted. Changes are reflected on the next month invoice. CTN reserves the right to charge a setup fee when adding new service items.
12. CTN does not cover support for home networks, firewalls, internet connectivity, or any other non-covered devices or services. Should such support be requested, CTN will evaluate our ability to provide such support and will bill for any support on an hourly basis.
13. CTN deploys agents that are an integral component for the proper functioning of SecureCare. Removal, disablement, or any other modification of these agents is strictly prohibited. In the event our agents are disrupted our services provided under this agreement will not function properly.
14. CTN requires the Client to be in compliance with active NetCare and Master Services Agreements.
15. Support Issues related to the services – Related to a suspected issue identified and reported by Client, Client shall undertake to (i) analyze the suspected issue to determine if it is the result of Client's misuse or misunderstanding of the SERVICES or the performance of a third party, and (ii) collect and provide to CTN all relevant information relating to the issue. If a reported issue is directly caused by something that is not part of the SERVICES, then CTN is not obliged to perform support services in respect of such issue.
16. Custom DNS policies may be defined for an additional fee.

## NetCare/SecureCare - June 2022

## Prepared by:

## CTN Solutions

Moss Jacobson  
610-828-5500  
mjacobson@ctnsolutions.com

## Prepared for:

## Covered Bridge Capital

100 West Germantown Pike  
Plymouth Meeting, PA 19462  
Dean Lipson  
(215) 646-9700  
dean@cbcap.net

## Quote Information:

## Quote #: 030728

Version: 1  
Delivery Date: 06/06/2022  
Expiration Date: 07/01/2022

## One Time Fees

Description	Amount
NetCare One-Time OnBoard Fees	\$1,500.00
SecureCare One-Time Onboard Fees	\$1,000.00
<b>Total:</b>	<b>\$2,500.00</b>

## Monthly Expenses Summary

Description	Amount
NetCare Enhanced Monthly Recurring Fees	\$1,125.00
SecureCare Essential Monthly Recurring Services	\$1,100.00
Additional Cloud Services	\$19.40
Additional Cloud Services - Management & Support	\$300.00
<b>Monthly Total:</b>	<b>\$2,544.40</b>

## Payment Options

Description	Payments	Interval	Amount
Term Options			
12 Month Term	12	Monthly	\$2,798.84
	1	One-Time	\$2,500.00
<b>24 Month Term</b>	<b>24</b>	<b>Monthly</b>	<b>\$2,544.40</b>
	<b>1</b>	<b>One-Time</b>	<b>\$2,500.00</b>
36 Month Term	36	Monthly	\$2,289.96
	1	One-Time	\$2,500.00

## Summary of Selected Payment Options

Description	Amount
<b>Term Options: 24 Month Term</b>	
Selected Recurring Payment	\$2,544.40
<b>Total of Recurring Payments</b>	<b>\$61,065.60</b>
<b>Total of Payments</b>	<b>\$2,500.00</b>

## CTN Solutions

Signature: \_\_\_\_\_

Name: Moss Jacobson

Title: \_\_\_\_\_

Date: 06/06/2022

## Covered Bridge Capital

Signature: \_\_\_\_\_

Name: Dean Lipson

Date: \_\_\_\_\_



## NetCare Scope of Services (Schedule B)

The services outlined are provided and billed based on the service plan overview. Wherever the service plan denotes a service is "included" that service shall be included as part of the monthly Service Agreement billing.

1. Core Services & Anti-Virus / Anti-Malware
  - a. CTN will install the appropriate workstation, notebook, and server monitoring, anti-virus, and anti-malware agents based on the quantities listed in Schedule A.
  - b. Workstations or users that are not part of the Microsoft Windows domain are not covered within the fixed fee Scope of Services. Any support issues related to workstations not on the domain will be billed hourly.
  - c. CTN requires that the Client notify our support team in the event that new workstations or users are added or removed from the environment. New workstations will be added to support and billed accordingly per Schedule A.
  - d. Response to certain network issues will not be instantaneous due to our monitoring thresholds. For example, our NOC is not usually alerted for at least 15 minutes after a server outage. This is designed to allow for server restarts which are normal activities within a Client network.
  - e. CTN monitors workstations for log and other information to provide support. However, CTN does not monitor workstation crashes or "blue screens". Users are encouraged to contact support if such issues occur.
  - f. Our NOC and monitoring software may not be able to monitor some or all aspects of a Client owned backup solution. CTN cannot be held liable for backup performance in these situations.
  - g. Internet access must be functioning at all covered sites in order for CTN to receive alerts and provide remote support. Client must maintain sufficient Internet bandwidth with download and upload speeds compliant with CTN services.
2. Network Infrastructure Management
  - a. CTN will provide support at the primary and any additional covered locations for client owned switches, routers, and firewalls, access points, and network printers. In the event that these devices are managed by 3<sup>rd</sup> parties, CTN will coordinate escalation to the vendor.
3. Service Desk Support
  - a. Service desk is provided to covered users on a remote basis.
  - b. A user is an individual who is part of the Client company, has an email address, and contacts our Service Desk.
  - c. Authorized individuals who contact CTN for support who are not currently listed as users will be added to our database and billed as users in the next service period.
  - d. SmartPhone / Tablet support includes assistance with access to email only. CTN offers additional mobile device services for a fee.
  - e. CTN will not delete a user unless we receive a request to do so in writing from the primary contact. We advise the Client to not direct us to remove a user until their data is transferred from their account. Otherwise user data will be lost.
  - f. It is the Client's responsibility to inform CTN of a new user or disable an old user. Our service delivery team is not authorized to provide support for users who are not in our database. This is for the protection of the Client systems and data.
4. Engineering Support (Level 2 Team) – Servers / Users / Workstations
  - a. When a higher level of support is required, tickets will be escalated from our Level 1 Service Desk to our engineering team for support.
  - b. Support will be provided as outlined in the service plan overview. Where stated in the service plan overview, certain Level 2 support services are billed hourly.
  - c. Client will not be billed for tickets that should have been resolved by Level 1 in accordance with our list of Level 1 resolvable issues.
  - d. CTN shall charge, at the rate of 3 times the server fee listed on Schedule A, for servers that are either out of warranty, contain an unsupported operating system, or both scenarios until such server is brought into compliance.
5. Strategic Account Management (SAM)
  - a. The SAM shall serve as a liaison and point of contact between the Client and CTN and shall provide ongoing status updates and reports to the client commensurate with the size and complexity of the client environment.
  - b. The client may request assistance of the SAM for IT related questions and help. However, individual requests that will require more time than 15 minutes, may be billable to the client on an hourly basis. The SAM will advise the Client of such situations in advance.
  - c. The SAM does not function as a project manager. Should a Client require project management services, they are billed either hourly or according to a fixed fee statement of work (SOW).
6. Virtual CIO / Line of Business Applications / IT Projects / Additional Services
  - a. Project services such installation or upgrades of hardware, software, printers, servers, or workstations not included in the Scope of Services and will be billed on a fixed fee basis as agreed by both parties within a separate statement of work (SOW).
  - b. This SOW does not support 3<sup>rd</sup> party applications such as accounting, CRM, project management, or other line of business software packages outside of issues that directly relate to the installed network infrastructure.
  - c. Other than minor updates or patches to operating system components, major operating system or server software upgrades including any line of business software updates are billed on a project or hourly basis. Such upgrades may require additional resources to support software vendor requirements.
  - d. Additional services such as hosted email, data backup, and other recurring services will be quoted and agreed by Client and CTN before such services are provided and billed. CTN will provide a Schedule A (Fee Schedule) and Schedule B (Statement of Work) for client approval prior to adding services.
7. Additional Support Services
  - a. Client may schedule additional support services such as remote support, IT engineer scheduled visits, and vCIO blocks. These services have a 3 month term and automatically renew for another 3 month term unless notice is provided at least

## NetCare Scope of Services (Schedule B)

30 days in advance to cancel or modify such services. Unused hours do not carry over from month to month.

### 8. Onboarding

- a. CTN conducts the Client onboard to ensure contracted services are deployed. Once the system is live, any modifications shall be treated as "Add On" services.

### 9. General Terms

- a. Travel time and expense related to onsite support for locations 60 miles or more from our corporate office is billed to the client and not covered by the NetCare Agreement.
- b. Services designated as "Not Included" or "Hourly" are not included as part of the NetCare monthly recurring service fees. Such services are billed separately on an hourly basis per the Client Rate Card.
- c. CTN may, from time to time, adjust, amend, and/or enhance this Scope of Services.
- d. NetCare support is offered for all currently supported Microsoft operating systems as defined by Microsoft as supported operating systems. Support requested of CTN for non-supported Microsoft operating systems shall not be covered within the Scope of Services.
- e. All other non-Microsoft operating systems will be evaluated on a case by case basis to determine compatibility with NetCare services. Unless noted herein, support for non-Microsoft operating systems will not be covered under this agreement.
- f. Services are provided in conjunction with our SLA - Schedule C. Our SLA, for example, will note the events that will warrant dispatch of resources and the time frames allowed within the SLA.
- g. Client shall maintain current warranties with all hardware and software (including line of business software) installed on the network. Support requests related to hardware and/or software not covered by a manufacturer's warranty will not be covered under the NetCare Service Agreement.
- h. CTN will not support hardware and/or software failures related to recurring issues, configurations that don't conform to industry standards, and/or end of life items.
- i. Other "non-standard" support services such as data restoration (other than single file restores), virus removal, and hardware/software upgrades shall be billed hourly or per a fixed fee statement of work (SOW).
- j. The base infrastructure fee will not be reduced even if some or all of the service items decrease during the service agreement term. CTN may increase the base infrastructure fee and/or remove service agreement term discounts should there be a significant reduction in service items (locations, servers, workstations, users) within the agreement term. CTN does not prorate our invoices when service items are added or deleted. Changes are reflected on the next month invoice. CTN reserves the right to charge a setup fee when adding new service items (such as servers or client locations).
- k. CTN does not cover support for home networks or workstations that are in home environments. Should such support be requested, CTN will evaluate our ability to provide such support and will bill for any support on an hourly basis. Any services provided for home networks or workstations that are in home environments are performed on a best-effort basis. CTN does not warrant this work and such work is specifically excluded from the MSA and any other contract or agreement.
- l. The one-time and recurring service fees do not include sales tax. Upon approval of this NetCare Managed Services Agreement, the onboard/setup fee and first service month recurring fees are billed net due. CTN bills NetCare services monthly net due 30 days and are due at the start of the new service period. For example, for the December 15 – January 14 service period, an invoice will be sent on November 15 and is due by December 15.

## NetCare Service Level Agreement (Schedule C)

CTN will service and address Client requests within the provisions set in this Service Level Agreement ("SLA"). This Schedule C document shall be considered part of the Master Services Agreement (MSA) that has been executed by both CTN and Client. CTN reserves the right to amend our SLA. Such amendments shall be posted on our website or provided as an updated Schedule C document to Client.

### Definition of NOC and Level 1, 2, 3 Support

**Network Operations Center (NOC)** – CTN maintains a 24 x 7 NOC team that remotely monitors contractually covered servers with installed agents and is capable of addressing and resolving most automated alerts from such devices.

**Level 1 Support** – CTN maintains a 24 x7 Service Desk team for remote problem determination and attempted resolution of service requests initiated by the NOC or by the client. If Level 1 support cannot resolve an issue, it is escalated to Level 2.

**Level 2 Support** – Network engineers responsible for resolving escalated service requests from Level 1. The most complex issues that cannot be resolved are escalated to Level 3.

**Level 3 Support** – Senior engineers / architects who are the final step in resolving a service request.

**Note:** Only Level 2 / 3 engineers will be dispatched to a client location. In the event it is determined that a service request can only be resolved by the hardware or software vendor, escalation will be made to the vendor with CTN providing coordination and support to the vendor.

### Prioritization of Service Requests

CTN has developed a way of prioritizing service requests so that depending on the urgency of the issue, requests may be addressed appropriately. We manage service requests within the following parameters:

**NOC Response Time** – The NOC responds to alerts within 10 minutes of receiving a device alert. Be advised that alerts to the NOC are delayed by 15 – 20 minutes to allow for client server reboots. If you notice a server issue before our NOC does, please report it to our Level 1 Service Desk.

**Level 1 Response Time** – 95% of calls answered within 5 minutes. A ticket is escalated to Level 2 if the time taken to resolve it reaches more than 30 minutes unless the Client wants Level 1 to continue work on the ticket.

**Level 2 / 3 Response Time** – Response times start at the point when the escalation occurs from the NOC and Level 1.

The table below outlines the response times and severity levels.

Severity Level	Service Issue Example	Expected Remote Response Time	Expected Time To Dispatch to Client Site <sup>1</sup>
<b>Priority 1<sup>2</sup></b>	Major systems are down; Network-wide impact	Within 15 Minutes	Within 4 hours
<b>Priority 2</b>	Line of business software not functioning; Widespread business functions impeded	Within 2 Hours	Within 8 Business Day Hours
<b>Priority 3</b>	Single user issue	Within 4 Hours	Within 12 Business Day Hours

**1** - Starts at the end of the expected remote response time.

**2** - Level 2 and 3 will dispatch after business hours upon the direction of the Client. Charges may be incurred depending on Scope of NetCare Services (Schedule A).

**Response / Dispatch Example** – A priority 2 service request is received at 2 PM on Tuesday. Level 1 is allotted up to 30 minutes to attempt resolution. At 2:30 PM, Level 1 escalates to Level 2. Level 2 is allotted up to 2 hours to respond / resolve remotely. At 4:30 PM, the decision is made that services are need at the Client site. CTN has up to 2:30 PM the next day to dispatch based on our hours of operation listed below.

CTN will determine during the client on-board what client systems constitute a Priority 1 Severity.

## NetCare Service Level Agreement (Schedule C)

### Hours of Operation

NOC Availability	Level 1 Availability	Level 2 (Priority 1)	Level 2 / 3 Availability (Priority 2 and 3)
24 x 7	24 x 7	24 x7	8AM – 6PM Weekdays (excluding holidays)

**Note: CTN may make resources available outside of business hours for certain Priority 2 and 3 services requests. Such services may be billable to the Client.**

CTN's normal business hours of operation for Level 2 / 3 services are 8AM – 6PM EST Monday through Friday, excluding holidays. This is a "business day" for the purposes of this SLA. NOC and Level 1 Service Desk services are available 24 hours a day, 7 days a week, 365 days a year. Services provided by Level 2 / 3 are either charged against the applicable Service Agreement per the Scope of Services (Schedule B) or billed hourly per the Client Rate Card.

The SLAs above governs CTN's response and not whether a service request is covered within the NetCare Scope of Services or billable hourly outside of the Scope of Services.

### Data Backup Retention

In the event that CTN is offering SafeData backup services, we offer various data retention options for client server, company, and user data. At a minimum, CTN recommends a minimum of 30-days retention. Data deleted or changed within the system by the Client after the backup retention period has passed will not be available for restore. For example, a user deletes a file and needs that file restored. The Client retention period is 30 days and the file was deleted 45 days ago. In this situation, the file will not be available for restore. The backup retention period is defined in the Service Fees and Statement of Work – Schedules A and B.

### Email Data Archive / Retention

In the event that CTN is offering Hosted Exchange services, email data is retained for restoration purposes for 7 days only in the event of a need to recover a mailbox due to a disaster. CTN recommends that the client choose an email archive period of at least 30 days to extend that timeframe. If a user deletes an email within the retention timeframe it is still available within the archive. The Email Archive period is defined in the Service Fees and Statement of Work – Schedules A and B.

### Service Problems, Outages, and Downtime

In the event that CTN discovers or is notified by Client of Downtime or a Force Majeure Event that results in the unavailability of the NetCare Virtual Cloud, CTN will take all reasonable actions necessary to determine the source of the problem and to resolve the problem as soon as reasonably practicable after determining its source. CTN will use Commercially Reasonable Efforts to minimize any disruption, inaccessibility and/or inoperability of the NetCare Virtual Cloud during Normal Business Hours in connection with any Downtime or Force Majeure Event. Downtime means the NetCare Virtual Cloud solution is completely inaccessible.

**Standard Hourly Rates****Billing Rate****Business Hours**

IT Engineer	\$150
vCIO	\$250

**After Hours / Emergency (IT Engineer)**

Emergency On-site Visit (during business hours, 2 hour min)	\$185
After Hours Scheduled Visit (nights / weekends, 4 hour min)	\$200
After Hours Emergency Visit (night / weekends, 4 hour min)	\$225

**Discounted Retainer Rates****25 Hour Retainer****50 Hour Retainer****100 Hour Retainer****Business Hours**

IT Engineer	\$140	\$135	\$130
vCIO	\$200	\$195	\$190

**After Hours / Emergency (IT Engineer)**

Emergency On-site Visit (during business hours, 2 hour min)	\$165
After Hours Scheduled Visit (nights / weekends, 4 hour min)	\$185
After Hours Emergency Visit (night / weekends, 4 hour min)	\$200

**Retainer Price (based on IT Engineer Rate)**

25 Hour	\$3,500
50 Hour	\$6,750
100 Hour	\$13,000



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## Electronic Signature (E-Signature) Consent Agreement

CTN Solutions provides statements of work, scopes of service, procurement and project quotations, service tickets, and service agreements electronically to our clients. Your agreement to this Electronic Signature (E-Signature) Consent confirms your ability and consent to receive communications electronically.

Quotes, agreements, statements of work, and other documents will be sent to you or other members of your company via email or web based application. Approval via an email from you or via online E-Signature is your consent to be legally bound by the terms of such document(s). Your E-Signature is your acceptance and agreement of the document(s) as if actually signed by you in writing according to the PA Uniform Electronic Transactions Act (UETA).

You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and CTN Solutions.

You also represent that you are authorized to enter into this E-Signature Consent Agreement for all persons who are authorized by your organization to approve services provided by CTN and that such persons are also bound by the terms of this Agreement. Neither the company nor you at any time in the future may repudiate the meaning of an electronic signature or claim that such signature is not legally binding.

**Company Name:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title (must be owner or officer):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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