



RECOVERCONNECT TERMS AND CONDITIONS

Version 1.0 – September 20, 2025

1. PAYMENT TERMS

Standard Terms, unless otherwise defined, are based on Invoice Date as follows:

1. Products: 50% down, 50% NET15.
2. Projects: 50% down, 35% due on milestone #1, 15% due on completion
3. Ad-Hoc Services: 100% Prepaid Blocks
4. Recurring Service Agreements: NET15

AllConnected bills service charges one month in advance, with an invoice date on the 1st day of the month.

o 50% of Assessment Fees and Onboarding fees are due upon signing. The remaining 50% are due within 30 days of the first effective date of service.

o Overages for services not covered by this agreement will be billed separately, following the month in which Service is provided.

o Unless other terms are agreed to, any additional reimbursable expense or charges not included in the fees set forth above are payable within 15 days of invoice date.

AllConnected reserves the right to terminate this agreement if client fails to make monthly payments.

o You consent to AllConnected running a credit check, which will be used as a factor in determining initial credit limits.

2. CONTRACT TERMS

This agreement becomes valid from the date of the final signature (or the specified service start date) and remains in effect for 36 consecutive months starting from the later of those two dates. Both the Client and ACI have the option to renew this agreement after the contract term if they both agree to continue. If the Client wants to end the agreement after the current term, they must provide written notice 90 days before the current agreement



ends. Without such notice, the agreement will automatically renew each year, extending it for another full year. Upon contract and service termination any unpaid services including any initial implementation costs or open projects will be billed and due in full. All hosting services, managed services, and data protection will be terminated unless otherwise agreed.

3. EARLY TERMINATION FEE

In the event of an early termination of this Agreement by Client for any reason, Client shall pay an Early Termination Fee based on the timing of the termination date, and calculated as a percentage of the remaining monthly payments due through the end of the Agreement term. A 90 day notice to terminate currently provided services is required. The applicable percentage shall be as follows:

- 75% of the remaining payments after termination date occurs during Contract Year One;
- 60% of the remaining payments after termination date occurs during Contract Year Two;
- 40% of the remaining payments after termination date occurs during Contract Year Three.

For purposes of this clause, “Contract Year” shall mean each consecutive 12-month period beginning on the Effective Date of this Agreement. For example, Contract Year One is the 12-month period immediately following the Effective Date; Contract Year Two begins on the first anniversary of the Effective Date, and so on.

The Early Termination Fee shall be due and payable by the effective date of termination. Early Termination Fee excludes any prepaid or contracted software, subscriptions, or licensing fees that continue beyond Termination Date.

4. USAGE AND BILLING

- Vendor licensing and recoverConnect/smart backups storage numbers quoted on our proposal are estimates; actual usage will vary according to CLIENT’s consumption.



- The minimum monthly invoice amount for your recoverConnect/smart backups contract term is calculated and agreed upon as of the contract signature date. Monthly usage exceeding the minimum agreement amount will be invoiced based on increases in the number of terabytes (TBs) and virtual machines (VMs).
- All recoverConnect/smart backups services are subject to a 3.50% annual increase during the Term of this contract and for any annual contract extensions.
- CLIENT is solely responsible for the number of licenses utilized and the volume of data stored in the AllConnected cloud repository.
- Any additional on-demand services will be included in the monthly invoices.
- In the event that vendor cloud subscription costs increase during an annual vendor term, corresponding monthly cost increases will be applied to your monthly invoice for the subsequent year(s).

5. CLIENT RESPONSIBILITIES

- **Physical Security of On-Site Appliance:** Ensuring the recovery appliance is stored in a secure, climate-controlled environment with restricted access.
- **Power and Network Availability:** Providing reliable power and network connectivity for the appliance and ensuring it remains online for backup synchronization.
- **Data Classification and Selection:** Identifying and classifying critical data to be included in backup jobs.
- **Compliance with Data Retention Policies:** Ensuring that data retention aligns with legal and regulatory requirements applicable to the client's industry.
- **Access Control:** Managing user access to backup and recovery systems and reporting unauthorized access attempts.
- **Cybersecurity Insurance:** We strongly recommend a Cybersecurity Insurance Liability policy with a minimum of \$1M coverage, as AllConnected's Cybersecurity Insurance policies have very limited coverage for financial or other impacts your business may absorb as a result of a breach.
- **Technology Decisions:** Client understands that AllConnected makes technology decisions that allow us to best support and manage a wide range of endpoint devices, networks, security products, server technologies, cloud resources, and other technology products.
- **Protective Technologies:** AllConnected's onboarding process takes place over a period of 30-90 days and may be subject to the arrival of physical hardware appliances. Unless otherwise agreed, client will maintain existing protective



technologies (such as backup and security services) until notified that AllConnected replacement services are in operation.

TECHNICAL REQUIREMENTS

Clients must meet the minimum technical requirements including maintaining the correct bring your own license (client decision) no ARM processors

- **Provide Minimum Bandwidth:** Maintain sufficient internet bandwidth to support scheduled cloud backup uploads.
- **Ensure Compatibility:** Use supported operating systems, file systems, and applications for backup agents or integrations.
- **Allow Firewall Exceptions:** Permit necessary ports and protocols for communication between the appliance, client systems, and the cloud environment.
- **Maintain Updated Systems:** Keep client systems patched and updated to ensure compatibility with backup agents and recovery tools.
- **Enable Remote Access (if applicable):** Allow secure remote access for MSP technicians to manage and troubleshoot the appliance.

6. WHAT IS NOT COVERED BY THIS AGREEMENT

- **Recovery of Corrupted or Incomplete Backups:** If data was not successfully backed up due to client-side issues.
- **Support for Unsupported Platforms:** Backup or recovery for systems not listed in the MSP's supported platform documentation.
- **Client-Initiated Configuration Changes:** Issues arising from unauthorized changes to backup schedules, retention policies, or appliance settings.
- **Disaster Recovery Beyond Scope:** Full-site failover or business continuity services unless explicitly included.
- **Legal or Regulatory Compliance Audits:** Assistance with audits or legal inquiries unless separately contracted.
- Any other limitations specified by our General Terms & Conditions.
- AllConnected may make recommendations to reduce risk of breaches, data loss, and availability of IT infrastructure. Some recommendations, such as a product or service to mitigate a potential high-risk vulnerability in your network may incur additional cost. While acceptance to implement such recommendations is a client decision, declining to align with industry best practices and AllConnected



published standards may increase risk, including your CyberSecurity Insurance coverage. Labor, products, or services related to the recovery or remediation of such risks is outside the scope of this agreement.

7. SERVICE LEVEL COMMITMENTS

- **Backup Frequency:**
 - *Local Appliance:* Continuous or scheduled backups as configured.
 - *Cloud Storage:* Daily synchronization with retention up to 30 days (customizable).
- **Recovery Time Objective (RTO):**
 - *Local Recovery:* Within 2 hours for supported systems.
 - *Cloud Recovery:* Within 8 hours, subject to data size and bandwidth.
- **Recovery Point Objective (RPO):** Maximum data loss of 24 hours under normal operating conditions.
- **Support Response Times:**
 - *Critical Recovery Requests:* Response within 1 hour, action within 2 hours.
 - *Backup Failures:* Response within 4 hours.
- **Appliance Replacement:** Hardware replacement within 2 business days in case of failure (subject to availability and location).

8. EQUIPMENT RENTAL AGREEMENT

- **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for one year unless a) we receive written notice from you, at least 90 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment. See section Return of Equipment. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts, owed, an early termination fee equal to 5% of the amount we paid for the Equipment.
- **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure



property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement.

- **LOSS OR DAMAGE.** Customer is responsible for costs associated with repairing damaged rental equipment and **replacement costs for lost or stolen equipment.** No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.
- **LOCATION.** The customer shall not remove the equipment from the address or location shown herein as the place of use of the equipment without prior written approval of AllConnected Inc. The customer shall inform AllConnected upon demand of the exact location of the equipment while it is in the customer's possession.
- **DEFAULT/REMEDIES.** AllConnected may terminate this agreement immediately upon the failure of the customer to make rental payments when due, or upon the customer's filing for protection from creditors in any court of competent jurisdiction. The customer shall pay all reasonable attorney and other fees, the expenses and costs incurred by AllConnected in protection of its rights under this rental agreement and for any action taken by AllConnected to collect any amounts due AllConnected under this rental agreement. You agree to pay us 1.5% interest per month on all past due amounts.
- **NO WARRANTY.** AllConnected makes no warranty of any kind regarding the rented equipment, except that AllConnected shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as is reasonably possible after the customer returns the non-conforming equipment and the equipment meets the return policies of the Merchant.
- **INDEMNIFICATION.** The customer indemnifies and holds AllConnected harmless for all injuries or damages of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.



- **ASSIGNMENT.** You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.
- **EQUIPMENT ACCESS.** The customer shall allow AllConnected to enter the customer's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the customer is in default of any of the terms and conditions of this agreement, AllConnected, and their agents, at the customer's risk, cost and expense may at any time enter the customer's premises where the rented equipment is stored or used at all time and recover the rented equipment.
- **RETURN OF EQUIPMENT.** Please return rental equipment to: *AllConnected, Inc. 4514 Ish Drive, Simi Valley, CA 93063.*
- Shipping charges for equipment returned to *AllConnected* will be the responsibility of the customer. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs.
- **PAYMENT TERMS.** Customer shall pay in accordance with the following payment terms: Net 15 days.