



## SAFECONNECT TERMS AND CONDITIONS

Version 2.1 – August 5, 2025

Our Terms and Conditions complement our MSA for each project, recurring service, and product sale, so you know exactly what to expect when working with us. They explain contract terms, billing, our service promise, and what we expect from you in return. It's our way of keeping everything clear, fair, and transparent—helping you feel confident every step of the way. Terms and Conditions apply to every scope of work provided by AllConnected.

### Service Description

- Cloud-First Foundation for your organization's network
- **Advanced Firewall Services:** Traffic is inspected in real time (up to 200mbps) with our Meraki security appliance, which leverages advanced security informed by [Talos' 24x7 threat intelligence](#). Includes whitelisting & blacklisting.
- **Next Generation WiFi:** Optimizes connectivity for in-office employees with cloud-managed Wi-Fi 6 access points. We provide internal Company & Guest WiFi services.
- **Remote/Hybrid Worker VPN:** Gives employees a secure, optimized connection to your entire network from anywhere (for use with secure, corporate-owned devices). Support for native IPsec or Cisco AnyConnect remote client VPN (additional license required)
- **Full Network Visibility:** With our optional managed 24-port or 48-port PoE switches, enables our service desk to have a complete view of your network, from on-premises switches to wireless devices.
- **Unified Threat Management:** Advanced malware protection, layer 7 firewall, content filtering, and intrusion detection & prevention (IDS/IPS)
- **Failover:** Instant wired failover with secondary ISP or added 3G/4G/5G via USB modem
- **Technology Review:** Semi-Annual reporting, review, and external IP vulnerability scan analysis (ip to 10 IPs)



- **Support:** Available via Auxiliary Support Agreement, customized for monthly ad-hoc support as required

With safeConnect, we manage and protect your perimeter security solution, including WiFi access points, switches, and firewall. For a more detailed scope of work, reach out to your account manager.

(For advanced managed IT services and cybersecurity services?server.™.endpoint.management?MDR-EDR?80≥SOC services and helpdesk support?ask.about.our.smartConnect.managed.service.program)

Minimum safeConnect agreement is 36 months. Does not include onsite visits, or troubleshooting of software, operating systems, endpoints, or servers. WiFi coverage is not guaranteed and may require additional cost for the installation of access points to ensure proper site coverage. This service will be billed as an IaaS (infrastructure as a service) agreement, and may be billed separately from other services we provide. The Auxiliary Support Agreement is not bound by the 36-month term, and can be increased or decreased as required to meet client needs. Auxiliary Support Agreement will be debited based on AllConnected's current rate sheet.

## 1. PAYMENT TERMS

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

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

AllConnected bills service and equipment rental charges one month in advance, with an invoice date on the 1st day of the month. The first effective date of service begins on the date defined in this agreement, or when Phase 1 begins, whichever occurs first.

Onboarding occurs in four general phases:

**Phase 1:** Internal kick-off, assessment. Order additional components if required. Schedule cutover from existing firewall and WiFi solution – (Days 1-14)

**Phase 2:** Implement ACI safeConnect stack of protective technologies – (First 30 days)

**Phase 3:** Tune alerting thresholds, firmware upgrades (First 45 days)



**Phase 4:** Complete documentation draft, prepare and conduct first semi-annual safeConnect Review – (First 180 days)

- 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.
- Overages for services not covered by this agreement or your Auxiliary Support Agreement will be billed separately, following the month in which Service is provided.
- 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 and if client fails to make monthly payments.
- 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 is effective on the date of final signature (or service start date if specified), and will continue for 36 consecutive months following the later of such date. Renewal of this agreement (and the associated rental equipment) beyond the contract term is optional under the condition both client and ACI wish to proceed. In the event a decision is not communicated in writing 90 days in advance, this agreement will automatically renew on an annual basis, requiring a 90 day notice to terminate the monthly term. 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**

Firewalls, Access Points, and Switches quoted on our proposal are estimates and actual requirements may vary based on the number of employees, sites, wireless interference, and software subscriptions consumed. In the event new devices are added to your organization, AllConnected is authorized to increase the billing for the duration of the contract. Such authorization can be provided via email, phone, or a service ticket.

- The minimum monthly invoice amount for your safeConnect contract term is calculated and agreed to on the date the contract is signed. Monthly services increased above the minimum agreement amount will be invoiced based on increases in the firewalls, access points, switches, or other subscriptions included in original contract terms.
- Any additional on-demand services will be included in the monthly invoices.
- Portions of our monthly safeConnect Management fees include cloud subscriptions which are billed monthly, but may have annual terms. In the event that vendor cloud subscription costs increase during an annual vendor term, monthly increases in cost will be applied to your monthly invoice for the months in which the pricing increase went into effect.
- Fee schedules for common additional safeConnect services such as ‘New Access Point Provisioning’, ‘Managed Switch Installation’, or ‘New Branch/Site Deployment’ can be obtained in our ‘safeConnect Fee Schedule – Additional Services’.



## **5. CLIENT RESPONSIBILITIES**

- 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.
- 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 firewall and content filtering) until notified that AllConnected replacement services are in operation.
- CyberSecurity is a shared responsibility between Client and AllConnected, requiring Executive level enforced policies, standards to support those policies, and technical controls to ensure standards are enforced. Client understands that our safeConnect service is a perimeter-based service, and does not offer any protective technologies for servers, endpoints, or devices operating outside of the office safeConnect is deployed in.
- 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.

## **TECHNICAL REQUIREMENTS**

- Clients must meet minimum technical requirements including maintaining the proper Internet Bandwidth capacity, Physical Environment Requirements, and redundant ISP. Appropriate rack space, network ports, power and cables must be provided by customer for any on premise equipment that are to be installed by AllConnected.
- AllConnected cannot guarantee functionality and support for clients who do not meet minimum requirements. Supported technologies and configurations are listed in Vendor Supported Technologies lists.
- In the event that the client managed compute, network, or storage environment is interrupted, degraded or adversely modified or experiences any kind of failure, AllConnected is not responsible for interruptions in preventative security measures, availability, data backup or replication jobs.



**ADDITIONAL ASSUMPTIONS:**

- Secondary ISP will remain in place for duration of contract
- Less than 5 inbound NAT rules
- Existing firewall is not used for VPN access
- No more than (3) SSIDs are required
- Basic Content filtering covers known malicious sites, and will be applied to all connections
- Client will provide surge or UPS power (recommended)
- Client will provide a 1U rack shelf (or equivalent secure location) for deployment
- Ethernet wiring meets manufacturer requirements/specs
- No wireless site survey is required or has been performed
- Wireless coverage will be determined by client provided access point recommendations (best effort)

**6. WHAT IS NOT COVERED BY THIS AGREEMENT**

- Events involving the maintenance, recovery or repair of equipment no longer under a manufacturer support contract will be billed as time and material
- Troubleshooting issues with endpoints, computers, servers, or any onsite technical work.
- New projects and additions to your network, including new or replacement network gear, poor WiFi coverage in your building, troubleshooting remote worker VPN access, etc.
- Any network devices not specifically included within this contract
- 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.

- Any other limitations specified by our General Terms & Conditions.

## 7. SERVICE LEVEL COMMITMENTS

- AllConnected schedules maintenance windows from 12am to 5am as needed with prior approval of the client. Standard business hours are 8AM to 5PM PDT Monday through Friday, except Holidays.
- Standard support tickets may be submitted by emailing [help@allconnected.com](mailto:help@allconnected.com) or calling 805-526-1455.
- Urgent support tickets must be submitted by phone.
- Our SLA for service delivery is as follows:

## 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.