



SMARTCONNECT TERMS AND CONDITIONS

Version 2.1 – August 5, 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. 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, ACI begins taking helpdesk calls, probe & management toolsets installed, support client in managing existing backup/AV protective technologies (best effort basis) – (Days 1-14)

Phase 2: Discover 3rd Party Vendor apps, asset inventory, schedule firmware/software upgrades, implement full ACI stack of protective technologies – (First 30 days)

Phase 3: Tune alerting thresholds, firmware upgrades, basic recovery test – (First 60 days)

Phase 4: Complete documentation draft, prepare and conduct first TBR (Technology Business Review) and Standards Alignment – (First 60-90 days)

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 and 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, Per-User Management Fees, and Cloud Backup Storage numbers quoted on our proposal are estimates and actual usage will vary based on the number of employees, data protected, and software subscriptions consumed. In the event new employees are added to your organization, AllConnected is authorized to increase the per-user billing for the duration of the contract. Such authorization can be provided via email, phone, or a service ticket.

- o The minimum monthly invoice amount for your smartConnect contract term is calculated and agreed to on the date the contract is signed. Monthly usage above the minimum agreement amount will be invoiced based on increases in the number of Users, TBs, VMs, or other subscriptions included in original contract terms.

- o All smartConnect services are subject to 3.50% annual increases during the Term of this contract, and for annual contract extensions.

- o CLIENT has sole responsibility for the amount of licenses used, users managed, and data stored in the AllConnected cloud repository.

- o Any additional on-demand services will be included in the monthly invoices.

- o Portions of our monthly smartConnect Per-User 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 subsequent year(s).

- o Fee schedules for common additional smartConnect services such as 'New User Provisioning', 'Workstation Replacement/Addition', or 'Phone Extension Addition' can be obtained in our 'smartConnect Fee Schedule – Additional Services'.

5. CLIENT RESPONSIBILITIES

- o You agree to maintain a Cybersecurity Insurance Liability policy with a minimum of \$1M coverage, and notify us of any new policy requirements for the duration of our agreement.

- o 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.

o 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 management agrees to attend pre-scheduled meetings to discuss alignment with standards and ensure AllConnected can properly support business initiatives dependent on IT.

o Client understands that AllConnected makes technology decisions that allow us to support a wide range of endpoint devices, networks, security products, server technologies, cloud resources, and other technology products.

TECHNICAL REQUIREMENTS

o Clients must meet minimum technical requirements including maintaining the correct Windows/VMware ESX versions, Internet Bandwidth capacity, Physical Environment Requirements, SAN Storage Specifications, and approved Network Configurations. Appropriate rack space, network ports, power and cables must be provided by customer for any on premise equipment, including Backup and Replication Appliances that are to be installed by AllConnected.

o 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.

o 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.

6. WHAT IS NOT COVERED BY THIS AGREEMENT

o Events involving the maintenance, recovery or repair of equipment no longer under a manufacturer support contract will be billed as time and material

o This service excludes data migration, physical location moves, and the addition of new physical offices. Such projects will be quoted on an as-needed basis

o New projects and additions to your network, including new or replacement workstations, servers, software licensing, etc.



o Any users/servers/devices/workstations not specifically included within this contract, or the asset inventory list

o AllConnected will routinely recommend alignment with standards 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 standards or equipment is a client decision, declining to align with industry best practices and AllConnected published standards may increase risk, including CyberSecurity Insurance coverage. Labor, products, or services related to the recovery or remediation of such risks is outside the scope of this agreement.

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

7. SERVICE LEVEL COMMITMENTS

o 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.

o Standard support tickets may be submitted by emailing help@allconnected.com or calling 805-526-1455, option 2.

o Urgent support tickets must be submitted by phone.

o Our SLA for service desk delivery is as follows:

| Issue Type | Hours | Service | Response SLA | Plan of Action following response | Resolved in* |
|----------------------|---------------------------|------------------|-------------------|-----------------------------------|--------------|
| Service Desk Request | 8a - 5p Mon-Fri | Standard Request | Live, <60 minutes | 6 business hours | 48 hours |
| | 8a - 5p Mon-Fri | High Severity | Live, <60 minutes | 2 hours | 4 hours |
| | After hours / Holidays | Standard Request | Dispatch, NBD | 6 business hours | 48 hours |
| | After hours / Holidays | High Severity | Dispatch, 4 hours | 12 hours | 24 hours |

* Tickets requiring escalation to our engineering team may require additional resolution time. A due date will be established and resources scheduled accordingly.

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