



SUPPORTCONNECT 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.

- 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 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 the invoice date. AllConnected reserves the right to terminate this agreement should the client fail to make scheduled monthly payments.

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 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, the agreement will automatically be renewed on an annual basis, requiring a 90-day notice to terminate the new annual 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.

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

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/device Management Fees, and Cloud Backup Storage numbers quoted on our proposal are estimates. Actual usage will vary based on the number of users/devices, data protected, labor expended, the expertise level required for expended labor, and software licenses consumed. In the event new employees, devices, or licenses are added or consumed by your organization, AllConnected is authorized to increase the per-user/device 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 supportConnect contract term is calculated and agreed to upon the date the contract is signed. Monthly usage above the minimum agreement amount will be invoiced based on increases in the services and labor consumed, or other subscriptions included in original contract terms.
- **Client** has sole responsibility for the quantity of licenses consumed, users/devices managed, and data stored in the AllConnected cloud repository.
- Any additional on-demand services will be included in the monthly invoices.
- Part of our monthly supportConnect user/device management fees may include cloud subscriptions which are billed monthly but may have annual terms. If vendor cloud subscription costs increase during an annual vendor term, or the contract is terminated for any reason, monthly increases in cost and/or remaining subscription terms will be billed to client.
 - Labor or services exceeding the specific monthly cost allocated for labor in your Auxiliary Support budget will be communicated in advance and billed monthly as overage. In our experience, the following list contains examples of types of service requests that may exceed the allocated Auxiliary Support budget:
 - Escalation to senior engineers.
 - Remediation of security issues, data recovery, or downtime.
 - Covering for IT staff who are unavailable.
 - Emergency support covering device failures.

Note: Should the monthly labor allocation be exceeded, AllConnected automatically allows up to 50% of the next month's labor allocation to be used, without triggering an overage bill. However, if greater than 50% of the next month's labor allocation is used, the overage will be billed. Unused dollars automatically roll over to the next calendar month for a rolling 90 days. Labor rates are subject to annual adjustments. Upon Client request, an Auxiliary Support reconciliation will be provided for the prior month or quarter.

5. CLIENT RESPONSIBILITIES

- Client agrees to inform AllConnected of all user/device inventory changes and licensing requirements in writing.



- AllConnected's onboarding process takes place over a period of up to 90 days and may be subject to the arrival of necessary physical hardware appliances. Unless otherwise agreed, the client will maintain existing protective technologies (such as backup and security services) until notified that AllConnected has deployed the replacement services and verified functionality.
- CyberSecurity is a shared responsibility between Client and AllConnected, requiring policies enforced at the executive level, documented standards to support those policies, and technical controls to ensure documented standards are enforced. Client management agrees to assign a TPOC to attend pre-scheduled meetings to discuss alignment with standards and ensure AllConnected can properly support corporate policy.
- Client understands that AllConnected makes technology decisions that allow us to support a wide range of devices. For this reason, it is important for the client IT department to consult with AllConnected and ensure supportability prior to purchasing or implementing technology or security management products.
- 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 services 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.

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
- 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
- New projects and additions to your network, including new or replacement workstations, servers, software licensing, etc.
- Any users/servers/devices/workstations not specifically included within this contract, or the asset inventory list



- 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.
- 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 or calling 805-526-1455, option 2.
- Urgent support tickets must be submitted by phone.
- 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.