



WEBCONNECT 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. The first effective date of service begins on the date defined in this agreement, or when onboarding begins, whichever occurs first.

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

Virtual Servers (vServers), vCPU, vRAM, and bandwidth numbers quoted on our proposal are estimates; actual usage will vary based on the number of employees, data protected, and software subscriptions consumed.



- The minimum monthly invoice amount for your webConnect 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 vServers, vRAM, vCPU, TB, bandwidth, or other subscriptions included in the original contract terms.
- All webConnect services are subject to 3.50% annual increases during the Term of this contract, and for annual contract extensions.
- CLIENT has sole responsibility for the amount of licenses used, users managed, and data stored in the AllConnected cloud repository.
- Any additional on-demand services will be included in the monthly invoices.
- Portions of our monthly webConnect 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).
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5. CLIENT RESPONSIBILITIES

- **Provide Accurate Information:** Ensure all contact, billing, and technical information is current and accurate.
- **Maintain Security Credentials:** Safeguard access credentials (e.g., usernames, passwords, API keys) and notify the MSP immediately of any suspected compromise.
- **Comply with Acceptable Use Policies:** Use services in accordance with applicable laws and the MSP's Acceptable Use Policy (AUP).
- **Designate Authorized Contacts:** Assign authorized personnel to interact with the MSP for support and service changes.
- **Perform Basic Troubleshooting:** Conduct reasonable initial diagnostics before submitting support requests.
- **Backup Responsibility (if applicable):** If backup services are not included, clients are responsible for maintaining their own data backups.
- **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.

TECHNICAL REQUIREMENTS

- **Use Supported Operating Systems and Browsers:** Access services using MSP-approved platforms.
- **Maintain Network Connectivity:** Ensure reliable internet connectivity to access hosted environments.
- **Endpoint Security:** Deploy antivirus, anti-malware, and endpoint protection on devices accessing the cloud.
- **Meet Minimum Hardware Specifications:** Devices used to access services must meet minimum performance standards as defined by the MSP.
- **Integrate with Approved Systems Only:** Third-party integrations must be reviewed and approved by the MSP to avoid service disruption.

6. WHAT IS NOT COVERED BY THIS AGREEMENT

- **Third-Party Software Support:** Issues related to third-party applications not managed by the MSP.
- **Client-Side Hardware Failures:** Failures of client-owned hardware or infrastructure.
- **Custom Development or Code Debugging:** Unless explicitly included in the scope of services.
- **Data Recovery from Non-MSP Backups:** Recovery efforts for data not backed up by MSP-managed systems.
- **Security Breaches Due to Client Negligence:** Breaches resulting from weak passwords, unpatched systems, or unauthorized access.
- **Out-of-Scope Consulting:** Strategic IT consulting, audits, or compliance services 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

- **Standard Support Hours**
 - Monday through Friday, 8:00 AM to 5:00 PM Pacific Time (excluding holidays)
 - Maintenance windows may be scheduled between 12:00 AM and 5:00 AM with prior client approval
- **Support Channels**
 - Standard support requests: help@allconnected.com or 805-526-1455 (Option 2)
 - Urgent issues: must be reported via phone for immediate triage

Issue Type	Hours	Service	Response SLO	Plan of Action*	Target Resolution
Service Desk Request	7AM - 5PM Mo - Fr	Standard Request	Live, < 60 minutes	6 Hours	48 hours
	7AM - 5PM Mo - Fr	High Severity**	Live, < 60 minutes	2 hours	4 hours
	After hours and Holidays	Standard Request	Dispatch, Next Business Day	6 hours	48 hours
	After hours and Holidays	High Severity**	Dispatch, 4 hours	12 hours	24 hours