

1. INVOICING AND PAYMENT

- 1.1. Advance Billing: The Client acknowledges that certain items or services provided may be billed in advance, with invoices issued prior to the commencement of the billing period.
- 1.2. Arrears Billing: The Client acknowledges that other items or services may be billed in arrears, with invoices issued after the completion of the billing period.
- 1.3. The Sales Order or Agreement specifies the minimum quantity of service required for the term of the agreement. Any additional services or items added during any month will be billed based on the actual quantity. For instance, if you add a device to the support plan that exceeds the minimum quantity outlined in the sales order/agreement, the additional devices will be included in the invoice for that month.
- 1.4. The Client is responsible for remitting payment within 30 days of receipt of the invoice.
- 1.5. If the Client fails to pay the invoice in full within 30 business days, the Client shall pay interest on the overdue amount at the rate of 4% per annum. Such interest shall accrue on a daily basis from the due date until actual payment is received and cleared.
- 1.6. In the event that the Client's account has a past due balance exceeding 30 days from the invoice due date, the Provider reserves the right to pause or suspend the provision of services until all outstanding invoices are paid in full.
- 1.7. The Provider shall provide the Client with written notice of the past due balance and impending service suspension at least 7 days prior to the scheduled suspension date.
- 1.8. The Client acknowledges and agrees that the suspension of services due to past-due balances does not relieve them of their obligation to pay all outstanding amounts owed under this contract. Failure to maintain timely payments may result in additional penalties, termination of services, or other legal remedies available to the Provider.
- 1.9. Sales tax and other regulatory fees and charges may not be listed on the Sales Order or Agreement. However, the Provider will include these charges on the invoice.
- 1.10. Shipping and freight charges may not be indicated on the Sales Order or Agreement, but the Provider reserves the right to pass through these charges to the Client without markup.

2. TRAVEL

- 2.1. For non-local travel, Client shall reimburse Provider for all actual, reasonable travel costs and expenses including flights, hotels, car rentals, and meals incurred by the Provider in the performance of the services provided such expenses and services were preapproved by Client in writing.
- 2.2. The Provider reserves the right to bill the Client for all local travel expenses, including mileage reimbursement, based on the IRS mileage rate and parking expenses.

3. TERM, RENEWAL, AND TERMINATION

- 3.1. The term is indicated on the Sales Order or Agreement. It will automatically renew for a subsequent 12-month term unless either party notifies the other party of intent not to renew a minimum of 60 days prior to the end of any active term.
- 3.2. Each automatic renewal is subject to an increase based on the inflation rate.
- 3.3. In the event any third party providing software resold by the Provider to Client increases or changes its fee structure or terms to the Provider, then the Provider will promptly notify Client upon awareness of such changes planned by the third party, and Client will work with the Provider to attempt to come to a mutual agreement on changes in Client's pricing or use of such third-party software.
- 3.4. This Agreement may be terminated as follows: (i) Either party may terminate this Agreement at the end of a contract term with 60 days written notice to the other party; (ii) Upon the Providers failure to perform or observe any material term or condition of this Agreement and failure to correct within 45 days after receipt of written notice from Customer of such failure, Client may terminate the service affected by such breach; or (iii) Upon Client's failure to pay any outstanding charges the Provider may terminate services immediately.
- 3.5. Upon the expiration or termination all hardware the Provider provided to the Client that is either loaned or rented to the Client from the Provider must be returned within 5 business days. The equipment must be returned in good condition, normal wear and tear excepted, to the designated location specified by the Provider.
- 3.6. Upon termination or non-renewal, the Provider shall immediately destroy and purge all Client data, including all backup data, rendering it unrecoverable. This action shall be taken unless both parties agree in writing to an alternative arrangement prior to the termination date.
- 3.7. In the event that the Client fails to return the equipment within the specified timeframe, or the equipment is damaged or more than normal wear and tear, the Client will be billed for the equipment as determined by the Provider.
- 3.8. The Provider reserves the right to terminate service, sales orders, or the entire agreement with the Client at any time and for any reason.

4. WITHHOLDING OF SYSTEM CREDENTIALS, DOCUMENTATION, AND OWNERSHIP TRANSFER

- 4.1. The Client acknowledges and agrees that full payment of all invoices is a fundamental obligation. Unless otherwise specified, all invoices shall be paid in full in advance of the commencement of services or within the agreed-upon timeframe.
- 4.2. In the event that the Client fails to fulfill their payment obligations as outlined in this contract, including but not limited to non-payment of invoices or outstanding balances, the Provider reserves the right to withhold the following until all outstanding payments are made in full:
 - 4.2.1. Access to any system credentials, accounts, or platforms provided by the Provider. It may be withheld until all outstanding payments are settled.
 - 4.2.2. The Provider may withhold the provision of any documentation, manuals, guides, or other materials related to the services until all outstanding invoices are paid in full.
 - 4.2.3. Requests for the transfer of phone number ownership or other ownership transfers related to the Provider's phone service offering may be delayed or withheld until all outstanding payments are resolved.
 - 4.2.4. In addition, any other ownership transfers or changes requested by the Client may be subject to withholding until all outstanding invoices are paid in full.

5. RIGHT TO SWITCH TOOLS OR VENDORS

- 5.1. The Client acknowledges and agrees that the Provider reserves the right to switch any tools or vendors used to provide services without prior notice to the Client. This includes, but is not limited to, anti-virus software, cybersecurity solutions, backup services, remote access tools, and any other software or services utilized by the Provider to deliver the agreed-upon services.
- 5.2. The provider may switch tools or vendors for various reasons, including but not limited to technological advancements, changes in business needs, improvements in service quality, cost-effectiveness, or changes in regulatory requirements.
- 5.3. The Client acknowledges that the Provider is not obligated to provide advance notice of any changes to tools or vendors. However, the Provider may, at its discretion, inform the Client of such changes in a timely manner if deemed appropriate.
- 5.4. The Client agrees to cooperate with the Provider and take any necessary actions to facilitate the transition to alternative tools or vendors, if required. This may include providing access to systems or data necessary for the implementation of new tools or services.

6. DISCLAIMER OF CONSEQUENTIAL DAMAGES

6.1. Neither Party shall be liable to the other Party for any incidental, consequential, exemplary, punitive, indirect, or special damages or costs (including lost profits, lost revenues, lost data, loss of security, loss of privacy, costs of recreating lost data, cost of procuring or transitioning to substitute services, or loss of use) resulting from any claim or cause of action based on breach of warranty, breach of contract, negligence (including strict liability), or any other legal theory, even if either or both of the parties knew, or should have known, of the possibility thereof.

7. NON-SOLICITATION

7.1. During the term of the Sales Order or Agreement and for a period of 36 months thereafter, Client shall not, directly or indirectly, in any manner solicit or induce for employment any person directly employed by the Provider.

7.2. If Client breaches the non-solicitation clause, Client shall, on demand, pay the Provider a sum equal to one hundred percent (100%) of one year's salary of any of the Providers employee hired by Client in breach. In addition, the Client will be responsible for all fees and costs incurred to rehire the position.

8. SUBCONTRACTORS

8.1. The Provider may subcontract to other parties for activities performed by the Provider.

9. FORCE MAJEURE

9.1. With the exception of customer paying for services rendered, neither party shall be responsible for any failure to perform, nor delay caused where such failure or delay is due to circumstances reasonably beyond the party's control.

10. CHANGES AND UPDATES TO TERMS AND CONDITIONS

10.1. The Provider reserves the right to update the terms and conditions at any time.

10.2. In the event of an update to the terms and conditions, the Provider agrees to provide the Client with a minimum of 30 days' written notice prior to the effective date of the update. Such notice may be provided via email, mail, or through the Client's account portal, at the Provider's discretion.

10.3. The Client is responsible for reviewing the updated terms and conditions upon receipt of the notice. If the Client disagrees with any updates, they may notify the Provider

in writing within the notice period, and the parties shall discuss potential resolution in good faith.

- 10.4. The Provider acknowledges that the Client is not required to provide acknowledgment or consent to the updated terms and conditions. However, by continuing to use the services provided, the Client agrees to be bound by the updated terms and conditions.

11. THIRD-PARTY PRODUCTS AND SERVICES

- 11.1. “Third-party products and services” means services and products provided by an entity or a Party other than the Provider in fulfillment of the “REQUESTED SERVICES” requirement whose terms and conditions the Provider and Client may be legally bound.
- 11.2. Under no circumstances shall the Provider have any responsibility or liability to the Client with respect to any product or service provided by a third party under which the Provider had no control over the performance or security of that product or service.
- 11.3. The Client acknowledge and agrees that the use of Third-party Services will be subject to the terms and conditions and privacy policies of such third-party and that We shall not be liable for Your enablement, access, or use of such Third-party Services, including Your data processed by such third party.

12. BACKUPS

- 12.1. If backup services are included in the Sales Order or Agreement, the Provider will undertake daily management of backups, monitoring the status of both successful and failed jobs. Additionally, the Provider will conduct monthly tests to verify the functionality and recoverability for backups. In the event of a failed job, the Provider will promptly troubleshoot and resolve the issue.
- 12.2. If backup services are not specified in the Sales Order or Agreement, the Provider shall not be responsible for managing or monitoring backups.
- 12.3. It is important to note that while the Provider ensures the verification and recoverability of backups, the Provider shall not be held liable if a recovery attempt is unsuccessful.

13. SUPPORTED HARDWARE AND SOFTWARE

- 13.1. The Client agrees that all computer hardware, software, and related equipment must be fully supported by the original equipment manufacturer (OEM) or software vendor and must not be designated as End of Life (EOL) or End of Support (EOS). STG reserves the right to decline service or support for any hardware or software that is deemed EOL/EOS or otherwise unsupported by the OEM or vendor.

- 13.2. If the Client requests support for hardware or software that is EOL/EOS or unsupported, STG may, at its sole discretion, provide best-effort support subject to resource availability. Such services may be billed at STG's standard hourly rate and are provided without any assurance of resolution. Additionally, if third-party vendor support is required, any associated fees incurred may be charged to the Client.

14. EQUIPMENT DELIVERY

- 14.1. The Provider may ship equipment to the Client's office or remote location at the Client's expense.
- 14.2. The Provider may ask the Client to ship the equipment back to the Provider's office at the Client's expense.
- 14.3. If the Provider dropships or ships equipment to the Client's office, the Client is responsible for securing the equipment. The Provider does not take responsibility for missing or damaged equipment.

15. BUSINESS HOURS

- 15.1. The period is from 8:00 a.m. to 5 p.m. Monday through Friday, excluding holidays and other scheduled closures.
- 15.2. Non-business hours support is available for critical requests.

16. Managed Services Specifications

- 16.1. The Client must contact support by contacting our support department by emailing support@stgohio.com or 330.558.1097 (phone/text). If the Client does not contact support listed above we cannot guarantee a fast response time.
- 16.2. The Provider will only manage, and support devices included in the plan.
- 16.3. The Provider will not support the employee's personal computers. (Notwithstanding the forgoing, the Provider may accommodate c-level staff with additional charges at the discretion of the Provider.)
- 16.4. The Provider may refer personal computer support to a residential IT company.
- 16.5. The Provider may not support or assist with technology that is unsupported or obsolete.

17. DATA PROTECTION

- 17.1. The Parties acknowledge that the Provider may have access to certain Client's computer and communications systems and networks. If any data is made available or accessible to the Provider, its employees, agents, or contractors pertaining to the Client's business or financial affairs or to the Client's projects, transactions, clients, customers, partners, vendors, or any other person or entity, Supplier will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement and any valid Service Schedule or Service Order. The supplier will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that the Supplier receives or has access to under this Agreement or in connection with the performance of any Services for Client. The supplier will otherwise protect PII and will not use, disclose, or transfer such PII except as necessary to perform under this Agreement or as specifically authorized by the data subject or in accordance with applicable law. To the extent that the Supplier receives PII related to the performance of this Agreement, the Provider will protect the privacy and legal rights of the Client's personnel, clients, customers, and contractors.

18. SECURITY

- 18.1. The Provider shall notify the Client immediately if it becomes aware of any incident and responds without delay to all queries and requests for information from the Client about any incident, whether discovered by the Supplier or the Client.
- 18.2. The Provider will employ reasonable security measures to protect the Client's devices against cyberattacks such as ransomware, malware, etc., which are outlined in the specific IT package. The Supplier will provide additional recommendations to improve the security posture of the Client.
- 18.3. The parties hereto acknowledge and agree that the Provider cannot guarantee the results or effectiveness of any of the security measures rendered or to be rendered by the Provider. Rather, the Provider warrants it shall make best efforts to conduct its operation and provide its securities measures in a professional manner and in accordance with good industry practices.
- 18.4. The Provider will notify the Client of a Data Breach or Security Incident as soon as reasonably practicable after the Provider becomes aware of it. Immediately following the Provider's notification to the Client of a Data Breach or Security Incident, the parties will coordinate with each other, as necessary, to investigate the Data Breach or Security Incident. Provider may charge Client an hourly rate of \$150 to \$350 for the cybersecurity incident measures.

18.5. The Provider will not grant local administrator rights to the Client's employees. If this is requested and required by the Owner/CEO of the company, the Provider will have the Owner/CEO sign a risk acknowledgment document.

18.6. Protection of System Administrator Credentials

18.6.1. The Provider agrees not to share administrator usernames and passwords with the Client to safeguard against cyber and security threats.

18.6.2. In the event that the Client requires access to administrator credentials, the Provider will only provide such access upon the Client signing a "Risk Acknowledgement, document. This document will outline the potential risks associated with disclosing these credentials.

18.6.3. The Client acknowledges and agrees not to hold the Provider responsible for any negative outcomes arising from the use of the provided credentials.

19. ACCESS TO SYSTEMS

19.1. The Client agrees to allow the Provider to install software on the Client's Equipment that allows the Provider technicians access to systems at any time. This software allows the Provider to view system statuses, send monitoring information, see users' desktops, and control Clients PCs. This may require that devices are left on overnight or on weekends. The Provider warrants it will only access Client's Equipment when reasonably necessary to perform services and will make best efforts to notify Client when such access is necessary.

20. EQUIPMENT OWNERSHIP

20.1. The Client agrees that the Provider may be providing its equipment as part of the execution of this Sales Order or Agreement. If so, said equipment shall remain the property of the Provider and must be returned upon the termination.

20.2. The Client retains ownership of all equipment deployed at Client site that Client has directly purchased.

21. EMPLOYEE ONBOARDING

21.1. The Client will provide the Provider with a 7 business day advanced notice of a new employee onboarding.

21.2. If less than 7 business days, the Provider, at its discretion, may charge \$100 per employee.

21.3. If less than 48 hours, the Provider, at its discretion, may charge \$250 per employee, and cannot guarantee setup by the requested date. If the Provider cannot

meet the requested date on short notice it will promptly inform Client as to when it expects such setup to be completed.

22. EQUIPMENT PURCHASES

- 22.1. If hardware or software is not purchased through the Provider, Provider may charge an onboarding/setup fee for installation not exceeding \$200 per item.
- 22.2. The Provider shall not be responsible for returns or items that may arrive defective. If the hardware is defective or requires vendor support, the Provider may charge an hourly rate for support.
- 22.3. If equipment is purchased through Provider, the Provider will not charge an onboarding/setup.

23. TRANSFER OF CONTRACT UPON SALE

- 23.1. In the event the Provider undergoes a change in ownership, including but not limited to a merger, acquisition, or sale of assets, this contract shall be transferred to the new owner or acquiring entity ("Successor") without the need for the Client's prior consent.
- 23.2. The Client acknowledges and agrees that all rights, obligations, and liabilities under this contract shall automatically transfer to the Successor upon the completion of the sale or transfer of ownership.

24. HARDWARE AS A SERVICE (HaaS)

- 24.1. HaaS is a model in which hardware that traditionally would be purchased outright is instead rented to the Client by the Provider. It is a subscription-based service.
- 24.2. The Provider maintains ownership of the physical equipment while the client pays a recurring fee to use it.
- 24.3. The Provider agrees to provide the Client with access to hardware equipment as outlined in the Sales Order and/or Agreement. The equipment may include both new and reconditioned hardware, as determined by Streamline.
- 24.4. The Client acknowledges that they are responsible for the care and safekeeping of the equipment during the term. In the event of physical damage or loss of the equipment, the Client agrees to notify the Provider immediately. The Client shall be responsible for reimbursing the Provider for the cost of the damaged or lost equipment based on a buyout price determined by the Provider. The buyout price shall be fair and reasonable.

25. PHONE SERVICE / VOICE OVER INTERNET PROTOCOL (VoIP) TERMS

- 25.1. Billing will start on the date the Provider starts the phone system configuration, not the date the phone system is installed.

- 25.2. Service charges and fees are billed in advance, usage is billed in arrears.
- 25.3. The Client owns the phone numbers and can port the numbers to another provider once the term has expired and the account is paid in full.
- 25.4. e911 service
- 25.4.1. The Provider will register each device with the physical address of the device during setup for e911 services
- 25.4.2. The Client is responsible for testing e911 services after the phone system is installed.
- 25.4.3. The Client acknowledges and agrees that it is their responsibility to regularly test the e911 functionality from each phone within their premises. This includes, but is not limited to, verifying the accuracy of location information provided to emergency services.
- 25.4.4. The Client further agrees to promptly notify the Provider in the event of any physical relocation of phones within their premises. This notification should include the updated physical address for each relocated phone to ensure accurate e911 location information.
- 25.4.4.1. The Provider will charge the client an e911 address update fee each time the address is updated.
- 25.4.5. The Client understands that compliance with e911 regulations and standards is critical for the safety and well-being of individuals within their premises. Failure to conduct regular testing or notify the Provider of phone relocations may result in compromised emergency response capabilities.
- 25.4.6. The Provider shall not be held liable for any consequences resulting from the Client's failure to comply with e911 testing requirements or notify the Provider of phone relocations as outlined above.
- 25.4.7. The Client agrees to indemnify and hold harmless the Provider from any claims, damages, or liabilities arising from the Client's failure to fulfill their obligations regarding e911 testing and phone location updates as specified herein.
- 25.4.8. If the Client's e911 address requires updating or changing, the Provider reserves the right to charge a fee for this service, which shall be passed through to the Client. Furthermore, if any errors occur with the e911 service resulting in incorrect address information being transmitted to emergency services due to factors such as the Client's failure to notify the Provider of phone relocations or incomplete testing on a regular basis, the Provider reserves the right to pass through any related fees to the Client.
- 25.5. The Client is responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in

the future, that arise from or as a result of your subscription or use or payment for the service. Such amounts are in addition to payment for the Service.

25.6. International and domestic rates

25.6.1. The Provider makes every attempt to keep the domestic and international per minute rates consistent. From time to time, however, it may be necessary to increase or decrease the rates due to changes in underlying wholesale costs or legislation enactments that are not under the control of the Provider. If there is a rate change, it will become effective immediately.

25.7. International calls, toll-free numbers, and usage limits

25.7.1. The Client acknowledges and agrees that they are responsible for all charges incurred for outbound international calls and inbound toll-free numbers. These charges will be passed through directly from the phone provider to the Client without any markup. The rates for international calls and toll-free numbers may change from time to time as determined by the telecom providers, and the Provider shall not have control over these rates.

25.8. The phone plans provided by the Provider include free unlimited domestic calling, SMS messages, and faxing. However, usage limits apply as follows:

25.8.1. Unlimited domestic calling is calculated based on 2,000 minutes per month per license, which is pooled for the entire company. For example, if the Client has 5 licenses, there will be a total of 10,000 minutes pooled for the entire business for the month. If the company exceeds the pooled minutes, the Provider reserves the right to bill back the overage to the Client at the per-minute rate without any markup.

25.8.2. Unlimited SMS messages are calculated based on 200 inbound and outbound SMS messages pooled each month. If the Client exceeds the pooled SMS messages, the Provider has the right to invoice for the overage based on the telecom per-SMS rate without any markup.

25.8.3. Unlimited faxing is calculated based on 200 inbound and outbound faxes per month per fax license.

25.8.4. The Provider shall include any charges for international calls, toll-free numbers, or overages charges for domestic calling, SMS, and faxing on the Client's monthly invoices. Overages and usages are billed in arrears

25.9. Service Requirements

25.9.1. High-Speed Internet: The customer acknowledges that the VoIP service provided requires a high-speed internet connection to function properly.

25.9.2. Quality of Service (QoS): The Client is responsible for configuring their internet connection with QoS, which is necessary to prioritize VoIP Traffic. This will ensure high-call quality

25.10. Limitations of Liability

25.10.1. Internet Dependency: The Client understands and agrees that the quality and reliability of the VoIP service are dependent on the internet connection. The Provider is not responsible for any issues related to phone call quality, dropped calls, or service interruptions that are attributable to the Client's internet connection, including but not limited to bandwidth limitations, network congestion, or improper firewall settings.

25.10.2. Technical Support: The Provider will offer general guidance on configuring network settings, including QoS; the provider does not assume responsibility for configuring or troubleshooting the Client's internet connection or firewall settings.

25.11. Client Responsibilities

25.11.1. The Client agrees to maintain a high-speed internet connection and ensure that their network infrastructure, including the firewall, is adequately configured to support VoIP service requirements.

25.11.2. Reporting Issues: The Client agrees to promptly report any service issue to the Provider. However, resolution of issues related to internet speed, network congestion, or firewall configuration is the responsibility of the Client.

26. GENERAL

26.1. These terms and conditions may only be modified by amendment to the Sales Order or Agreement hereto attached in writing and made a part hereof by execution and acceptance by each party.

26.2. These terms and conditions shall be governed by the laws of the State of Ohio. All disputes arising under these terms and conditions shall be submitted for resolution to a court or arbitrator of competent jurisdiction in Summit County, Ohio.