

onShore Service Policies

Thank you for being our valued customer. In this document, we will outline details pertaining to service delivery and billing policies for various types of service. The terms "customer", "Company" or "client" are used interchangeably throughout this document.

All services will be performed and completed in a professional and workmanlike manner in accordance with good sound professional procedures and current best practices.

1. Documents

- 1.1. "onShore Proposals" refers to a document providing details of services, payment terms, and length of service. Each Proposal will have a unique identifying number. Each Proposal will require a Company authorized signature to process an order. Terms of onShore Proposals supersede terms of Service Policies and Master Services Agreement.

2. Non-Recurring Services

- 2.1. "Non-recurring Services" refers to any services provided once or on demand.
- 2.2. "Product" refers to items purchased and then owned by the buyer such as hardware, software, software licenses, fully paid subscription services.
- 2.3. "Fixed-bid" or "Project" refers to work that is quoted as a flat price service to accomplish a defined scope of work.
- 2.4. "Service Block" refers to a discounted, pre-paid retainer for ongoing and as needed work to be performed hourly.
- 2.5. "Hourly" refers to work performed as needed on an hourly basis as requested by Company.
- 2.6. "Emergency" refers to a Company request that hourly service be performed within same business day or outside normal business hours of 9am to 5pm Monday through Friday, or holidays.
- 2.7. "Travel Time" refers to the time it takes for onShore employees to travel to and from Company's place of business.

3. Recurring Services

- 3.1. "Recurring Services" refers to any services provided that have a recurring fee, typically monthly.
- 3.2. "Managed Service" and "Network Management" refers to work that is quoted as a monthly flat price service to accomplish a defined scope of work.
- 3.3. "Circuits", "Lines", "Connectivity" or "Telecommunications" refers to data transmission services, wired or wireless, provided by onShore or by another telecommunications provider and re-sold by onShore.

- 3.4. "Bandwidth" refers to data transmission service rate or volume, typically in reference to an Internet connection.
- 3.5. "Hosting" refers to software systems provided on onShore servers.
- 3.6. "Colocation" refers to data center rack space and facilities provided by onShore.
- 3.7. "Customer Premise Equipment (CPE)" refers to equipment provided by onShore to facilitate Managed Services, Connectivity or other such services, and installed at onShore or Company premises, is and remains the property of onShore.
- 3.8. "Unscheduled Service Outage" refers to a telecommunications outage in which onShore can no longer pass traffic between the onShore data center and onShore and the Internet for a period in excess of five (5) minutes, and is determined by onShore to be the fault of onShore facilities.
- 3.9. "onShore Service Level Agreement" refers to the document furnished to clients detailing contact information and procedures.

4. **Service Policies**

- 4.1. onShore staff is available 24 hours a day, 7 days per week, including holidays. Contact information and escalation procedures are detailed in the customer's onShore Service Level Agreement.
- 4.2. onShore's staff responds 24x7 to monitoring alerts. Issues are tracked within Request Tracker, rt.onShore.net, onShore's trouble ticketing system. Customers are contacted to confirm alerts and to identify any physical problems such as power interruption. For circuit outages, transport vendors are contacted for testing and dispatch. Company must provide access to premise in the event dispatch is required.
- 4.3. Response time for Recurring Services is 2 hours for emergencies, and 1 business day for standard requests.
- 4.4. For Managed Services, installation of additional functionality, components, or replacement equipment incurs separate charges. onShore reserves the right to determine the best approach to restoring service and meeting performance requirements. Generally, minor software updates are included, while major updates (i.e. main version number) are considered additional.
- 4.5. onShore provides Managed Services under a fixed price model. To do so effectively, we require our clients to adhere to various prerequisites, specifications, and terms of service. The first 60 days of management for systems will be considered a grace period, during which System Specification requirements are determined and a plan is provided by onShore to upgrade and meet specification requirements. During this grace period, systems will be managed as a best effort and without guarantee that all services are provided. After the grace period, and periodically upon review, systems will be recommended for upgrades with 90 days notice. After 90 days, systems out of compliance will be managed as a best effort and without a guarantee that all services are provided and the monthly charge for the non-compliant system components will increase by 50%. onShore may also remove system components from the management service, leaving any work performed

billed additionally, on an hourly basis. Each component can be addressed individually.

- 4.6. onShore documents Unscheduled Service Outages in its trouble ticketing system. Outage time is computed from the time the outage is known by onShore to occur to the time when onShore can again receive and transmit data to the Internet. In the event of an Unscheduled Service Outage, onShore agrees, upon request, to credit Company pro-rata charges for twice the length of the outage. The credit will appear on future invoices and cannot exceed the amount invoiced for a single month.
- 4.7. Telecommunications products such as Fiber, Ethernet, and Wireless circuits have third-party priority dispatch response including weekend and federal holiday dispatch.
- 4.8. Customer Premise Equipment (CPE). Customer Premises Equipment provided by onShore to facilitate Managed Services, Connectivity or other such services, and installed at onShore or Company premises, is and remains the property of onShore. If such service to Company is discontinued, cancelled or altered, equipment provided to facilitate service must be returned to onShore or arrangements made to allow onShore to retrieve equipment immediately after cessation of service. If equipment is not returned or onShore is not allowed access to retrieve equipment, Company will be invoiced for and responsible to immediately pay for equipment at list price, as identified by onShore.
- 4.9. Acceptable Use. Company cannot sell Connectivity or Colocation services or otherwise charge or barter connectivity fees to other parties. Company agrees that onShore's Connectivity and Colocation services will not be used in this manner. This limitation of use is further described on onShore's Acceptable Use Policy which can be referenced at <http://www.onshore.net/aup>.
- 4.10. Company may host Web and other applications via onShore connectivity.
- 4.11. Maintenance of Premises and Equipment. Company must, in good faith, maintain premises so as to accommodate premise-installed equipment within manufacturer specifications. Company must also provide access to its premises, with reasonable advance notice, one business day or under, emergency requires immediate access, as needed for repair or maintenance of premise- installed equipment.

5. **Product Purchase Policies**

- 5.1. onShore will accept unopened returns within 10 days of delivery. A standard 25% restocking fee will be assessed on all returns.
- 5.2. All purchases are subject to availability. Prices are valid for 7 days from date on proposal.
- 5.3. Leases are pending approval from lessor.
- 5.4. onShore accepts payments via credit card. A 3% processing fee will be added for credit card transactions.
- 5.5. All manufacturers' warranties, if any, will be transferred to buyer upon payment of invoice.
- 5.6. In case of defective merchandise within the manufacturer's warranty, onShore will assist in warranty repair/return.

- 5.7. All other warranties expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose are excluded.
- 5.8. Tax exempt organizations must submit a signed Machinery and Equipment or Non-Profit exemption form at time of signing. Tax exempt organizations are exempt from sales tax. Other taxes may still apply.
- 5.9. Shipping will be billed additionally and incurs sales tax charges.

6. **Billing**

- 6.1. Payment terms including rates, length of term, and payment schedule are detailed in each onShore Proposal and/or onShore Invoices.
- 6.2. Recurring services are invoiced upon the activation date and thereafter, 1 month prior to beginning of service. The activation date is defined as the carrier or supplier's activation date or, if no carrier, the date onShore begins onboarding service.
- 6.3. Recurring services are invoiced for calendar months and are pro-rated for partial months.
- 6.4. Service activation for re-sold Circuits is determined by the supplier and may not correspond with the date of the proposal or agreement nor with other service activation.
- 6.5. Each service carries a unique contracted service length, beginning with service activation, even in the case of multiple services presented on a single onShore Proposal.
- 6.6. Services renew indefinitely under the same terms and obligations with a price increase of up to 7% upon renewal.
- 6.7. Termination of services can be initiated by either party with a minimum of sixty (60) days written notice prior to the end of the then current term. Requests for termination of services by Company, if by electronic mail, are required to be sent to billing@onShore.net. Services to be terminated must be provided along with a specific date for termination.
- 6.8. Company is responsible for payment for the entire length of the service term. Upon a termination request from Company, Company is required to fulfill outstanding and remaining obligations including full payment of the remaining term.
- 6.9. In the event Company terminates any service prior to the end of the contracted service term, Company will be responsible to pay the following fees; (a) all unpaid charges for services previously rendered, (b) fees equal to 100% of the monthly invoice times each month remaining in the contracted service term, and (c) 100% of any fees/charges previously waived. For products with a variable monthly usage price, onShore will use the average monthly invoice from previously invoiced months and extend this average monthly price to the remaining months of the contracted service term. The parties understand and agree the contract charges were determined based on the agreed multi-year term. The aforementioned fees are a genuine calculation of damages that onShore will suffer and not a penalty.

- 6.10. Performance Termination - In the event Company expresses the desire to cancel any individual service for failing to meet Service Levels for 2 continuous months, a request must be made in writing by an authorized Company representative via email to the onShore contacts listed in the company SLA document. onShore must respond within 5 business days with an expressed desire to remedy. If after 30 days, the remedy is not found acceptable by Company, Company may terminate individual services with no penalty. Company must have paid all outstanding balances for all services until the date at the end of the remedy period.
- 6.11. If the client has not terminated services but has failed to make any payments without proper notice, the client will receive a temporary work hold called Service Hold. This Service Hold will not be removed from the client's account until the client has paid their outstanding balance and has brought their account up to date. This means that the client will not receive any reports, all meetings will be canceled, all work offsite and onsite will be halted, and the client will not be able to retrieve any of that data during the Service Hold. The client will also be liable for any and all damages that may occur during this time. The client understands that they are fully responsible for making sure their account is fully up to date and that all invoices have been paid.
- 6.12. onShore telecommunication services, when quoted, may exclude applicable federal, state, local taxes, surcharges and any other fees which become the responsibility of Company. onShore will invoice actual amounts according to federal, state, local municipality rates and onShore rates and fees.
- 6.13. Unquoted hourly Network Engineering service is billed at \$195 per hour and due 30 days from invoice. Remote Hands requests are billed at \$150 per hour. All hourly service is billed in 30 minute increments with a minimum of 30 minutes.
- 6.14. Service Block customers receive monthly statements. New Service Blocks will be issued and invoiced when 80% of the initial value of the current Service Block is used. Service Blocks are valid for 24 months from date of purchase. At the end of 24 months, any unused portion may expire.
- 6.15. Dispatched hourly work is billed in 30 minute increments, with a minimum of 2 hours. Billing hours are logged from departure of dispatched staff to return.
- 6.16. Emergency hourly service is performed at either twice the quoted hourly rate or \$390 per hour, whichever is lower. Emergency Remote Hands hourly service is performed at twice the hourly rate or \$300 per hour. All hourly service is billed in 30 minute increments with a minimum of 30 minutes.
- 6.17. Recurring Services incur no hourly billing for work that falls within the quoted scope of service. Additional fees may be charged on an hourly basis if work performed falls outside of the scope of service.
- 6.18. Fixed-bid or Project services incur no hourly billing for work that falls within the quoted scope of service. Additional fees may be charged on an hourly basis if work performed falls outside of the scope of service or outside of the work schedule presented to Company.