Standard Service Terms

Version 2026 11 11 attached to the signed agreement

1 How these terms apply

ALCO Standard Service Terms version 2026-11-11 apply only when attached to and accepted with an ALCO service agreement. Complete all scope, price, term, authority and payment fields before signing. Only completed and accepted selections establish fees, renewals, services or access rights. Neither this attachment nor later online terms silently replace an existing contract.

ALCO USA Inc is based in Caldwell, Idaho, and provides services to clients in Idaho and other states.

ALCO currently carries business insurance through The Hartford. Evidence of applicable coverage is available on request.

A later both-signed amendment controls only its identified changes. An accepted service schedule or project quote controls its specified scope and price; the signed service agreement and these terms govern the remainder. Existing signed terms and prepaid coverage remain until an amendment expressly identifies and changes them. Work approvals within scope may use retained email, tickets or electronic messages. Commercial changes require both signatures, including every paid-license change before purchase or implementation.

Client identifies authorized approvers and promptly reports departures and authority changes. Each signer confirms authority to bind the identified party. Notices go to the addresses in the agreement and are effective on actual receipt; each party keeps its notice details current. Counterparts and electronic signatures are accepted, and each party receives a completed copy.

2 Service plans and fair work allocation

Standard is $100 per supported user/month and includes one labor hour per user/month, pooled across that Client’s covered users, with no rollover. Authorized excess labor is $150/hour. Advanced is $400 per supported user/month and includes unlimited IT support labor for covered people/devices within the managed scope: remote, onsite, bench, hardware diagnosis and repair. Covered labor has no hourly cap or overage. Parts, replacement devices, approved shipping and third-party costs are separate. The approved Nonprofit $50 plan retains its stated inclusions; existing included travel remains until expressly changed. Standalone RMM/antivirus is retired for new memberships; existing arrangements remain until amended.

Unlimited Development is $5,000/month for named existing websites and applications. Maintenance, fixes, refinements, enhancements and new features within those properties are included regardless of size. Client and ALCO keep one shared prioritized backlog with one active development request at a time and a named authorized prioritizer. Larger work may use agreed milestones. There is no in-scope hourly cap or hourly overage, guaranteed throughput, simultaneous-project staffing or delivery-date guarantee. A net-new website build, standalone application, full replacement or major migration outside the accepted environment requires a separately signed quote. Routine operating-system

patching, hosting operations, DNS, TLS and user help desk work stay in their applicable IT/hosting scope and are not rebilled as development. Hosting, supplier licenses and usage are included only when listed.

MCP is available to all clients at $5 per enabled named person/month when separately billable. It is included for Advanced-covered people and Unlimited Development named collaborators; a person covered by both is not charged twice. Count enabled people, not every contact or account. Ordinary myALCO portal access is separate. The selected schedule identifies exact MCP service, configuration, limits and administration. MCP includes neither a separately paid external AI license, unlimited tokens/usage nor additional access authority.

The roster distinguishes supported people from endpoints, service accounts, shared/resource mailboxes, guests, licenses and storage. Named rosters or versioned inventories identify covered items, counting dates, minimums and any agreed proration. Client sends written hire, departure and role instructions with effective dates and data disposition. ALCO confirms receipt, scope and completion. Disabling a user, removing a license, converting a mailbox and canceling a subscription are distinct; changes to assignments may not reduce a purchased commitment. ALCO discloses provider cancellation windows, renewal dates and ongoing costs before Client accepts a purchase or reduction.

3 Requests hours and access

Requests may use myALCO, phone, text/SMS, email, WhatsApp, Microsoft Teams or Google Chat at ALCO-designated accounts/numbers. Telephone intake and technical support are available 24/7, including holidays. The signed schedule identifies technical coverage, priorities, response targets and emergency contacts; technical work beyond that coverage requires express scope. Response targets are not resolution, restoration or uptime guarantees.

Client authorizes only identified systems, tasks, devices, privileges, tools and work windows and confirms necessary employee/customer/third-party permissions. ALCO uses individual identities, least privilege, MFA where supported, a secure credential channel and reasonable work records. Client maintains supported lawful software, vendor support, accurate inventories and incident contacts. Approval for one system does not authorize unrelated accounts, public communications, purchases or destructive work.

Selected security policies may include patching, AV/EDR configuration, firewall rules, encryption, screen locks, access controls and MFA where supported. Document affected devices, approver, recovery-key custody, maintenance windows and exclusions. ALCO coordinates foreseeable disruption, compatibility issues and reboots and preserves appropriate recovery access. Security reduction, new privileged access, active penetration testing, production restoration, destructive work and financial commitments require specific approval. Preauthorized emergency actions must state limits, contacts and budget. An immediate material security or legal risk may justify a proportionate lawful restriction, preserving data where feasible and notifying Client promptly. Client may revoke access in writing; ALCO stops safely and explains any operation already in progress or legal continuity duty.

4 Software suppliers and annual commitments

ALCO-supplied software is labeled Managed followed by the exact supplier product name, with supplier and SKU identified. The pricing method is supplier cost plus 25% markup on cost unless the signed schedule states otherwise, not a 25% margin: $100 cost plus $25 markup is $125 before applicable tax. The signed schedule discloses cost, markup, agreed price, currency, billing period, quantity, commitment and included administration. Procurement, assignment, renewal and billing are included only as listed. Changed supplier cost or exchange rates do not automatically authorize a changed Client price. An earlier at-cost arrangement changes only through an express prospective amendment signed by both parties.

For direct-billed services ALCO pays the supplier and bills Client. Before acceptance or a signed license change, give Client the version-dated supplier terms of service, EULA and acceptable-use policy or an accessible copy in myALCO; retain the accepted version and provide a copy if the portal is unavailable. Supplier restrictions govern that supplier product, while ALCO remains responsible for its agreed administration, billing, management and notice duties. A material commercial change requires both signatures.

An annual supplier commitment prepaid by ALCO may be collected from Client in monthly installments only under a product schedule signed before purchase. List exact product/SKU, quantity, supplier start/end dates, prepaid supplier cost, total agreed Client price, installment count/amounts/dates, paid-to-date and remaining accepted obligation, and cancellation/refund/credit rules. This commitment is separate from the managed-service term; monthly collection does not make it month-to-month. Do not accelerate installments or add a remaining-balance charge Client did not expressly accept. Apply supplier refunds/credits transparently and avoid duplicate recovery. Separately signed noncancelable supplier obligations may survive ALCO service cancellation only to the extent accepted and legally enforceable; future unearned ALCO service fees are not included.

When ALCO refers Client to an independent provider through the Telarus network, identify the actual provider/service. The provider controls its own contract, billing, terms, pricing, performance and SLA. A referral does not make ALCO the provider’s guarantor; ALCO remains responsible for its own promises, negligence and agreed duties under applicable law. Disclose material referral compensation or conflicts when applicable before acceptance.

5 Invoices fees and account remedies

Recurring Net 0 invoices and labor/overage Net 7 invoices are separate, each with an exact due date. Recurring allocation reports show period, service items, covered roster/inventory reference, hosting environments, exact Managed products, quantities, rates, amounts and included service allocation. Identify recorded included time or state no labor is billed. Labor reports show date, ticket/work reference, category, description, hours, rate, line amount and included/billable totals matching the invoice. Reports exclude credentials and unnecessary sensitive data. Preserve corrections and invoice/time history. Approved expenses and applicable taxes are disclosed accurately.

Client promptly identifies specific good-faith billing disputes in writing and pays the undisputed portion when due. ALCO reasonably investigates and corrects supported errors. Late charges expressly accepted on the agreement face are simple 1%/month, prorated daily at 12%/365 from day 8 after the due date on unpaid undisputed principal, reduced for payments/credits. No first-seven-day retroactive charge, compounding, fee-on-fee or duplicate late penalty applies; a lower lawful limit controls.

The accepted eligible-credit surcharge is 3% of the portion actually paid by eligible credit card, limited to the lesser of 3%, actual permitted acceptance cost or a lower legal/network/processor limit. Debit/prepaid cards remain excluded even if processed through a credit interface. No charge arises merely from storage and no ACH surcharge is created. Use only supported eligible brands/wallets/flows; satisfy required acquirer notices and advance disclosure, itemize before payment and on receipts, avoid fee-on-fee/gross-up exceeding the cap and provide required proportional refunds. Signed recurring consent must include any applicable surcharge.

For an authorized correctly billed labor/overage payment challenged through a processor or bank chargeback and resolved in ALCO's favor, ALCO may recover only the actual documented nonrefunded external dispute fee to the extent law and processor/network rules permit. Provide evidence and a separate invoice. There is no fee for a billing question, good-faith contractual dispute, ALCO error or unauthorized/duplicate/improper billing, no invented administration penalty and no waiver of statutory or payment-network rights. This provision does not authorize debit; refund any recovered fee later returned by the processor.

After 14 calendar days overdue, ALCO may temporarily suspend only affected ALCO-provided/managed services the signed contract permits. Earliest suspension is day 15 and after three calendar days following actual receipt of notice stating invoice, undisputed principal, accepted lawful fees, affected services, date and cure steps. Longer notice controls; honor prepaid coverage and pause action based solely on a specific good-faith disputed amount during reasonable review. Preserve Client credentials/data, unrelated systems, backups and security controls. ALCO reasonably schedules restoration after cleared undisputed balance and authorized lawful fees or an agreed written payment plan, explaining technical/provider dependencies. Suspended labor is not billed as performed; continuing recurring fees follow the signed schedule and law. No restoration fee is implied.

A non-autopay account may require secure card storage prospectively for objective documented defaults, returned payments or defined exposure. Give the basis, written policy, effective date and required notice under existing terms. ALCO may approve prepayment/deposit alternatives. Storage alone never authorizes a debit or credit-bureau inquiry. Charge authority requires specific signed scope, amount/calculation, timing and notice. Current ACH, wire and card instructions are at https://alcohq.com/payments; confirm instructions before payment.

6 Confidentiality data and work product

Each party protects nonpublic information marked or reasonably understood as confidential, including business/personnel data, credentials, security findings, records, proposals, methods, pricing and code. Use it only for the agreed work and disclose only to personnel and approved providers who need it and owe confidentiality/use restrictions. Each party is responsible for its permitted recipients. Identify

providers, contractors, AI tools, purposes, data and processing scope before sharing. Neither party sells the other's information or uses it for unrelated marketing, benchmarking or general AI training. Approved AI tools operate only within documented scope/provider terms and authorized user access.

Exceptions require evidence of public information without breach, prior lawful knowledge, independent development without use or lawful unrestricted receipt. Legally compelled disclosures are limited to what is required, with notice when lawful and reasonable cooperation. Reports to authorities remain permitted. On request or end of work, return or securely delete reasonably accessible copies within 30 days and confirm on request, subject to legal holds, required records and routine backup expiry. Retained information stays protected. Confidentiality continues five years after engagement; trade secrets while legally protected and personal information/credentials/records while retained. Earlier NDA protections continue unless expressly amended.

Client supplies lawful accurate data, required notices and permissions. ALCO processes only for documented services, uses appropriate safeguards and access limits and notifies Client without undue delay of an unauthorized compromise affecting Client information, providing known facts, containment and updates. Mandatory deadlines and evidence duties control. A suspicion/vendor alert alone is not confirmation of breach. Complete processing purpose, data categories, systems/locations, duration, approved subprocessors and sector-specific requirements before work. Additional statutory agreements must be in place where required. Incident labor, restoration, reimbursement or insurance is included only as agreed; public/regulatory notices follow legal duties and authorized scope.

Client owns its data and supplied materials. On payment, Client owns deliverables specifically commissioned and identified for it. ALCO keeps preexisting/reusable tools, methods, scripts and know-how and gives a perpetual nonexclusive right to use embedded ALCO materials as necessary for the paid deliverable. Third-party materials retain their own licenses. Client confidential information is not embedded in reusable work. ALCO uses reasonable professional care and reasonably corrects supported failures to meet agreed scope. No service promises complete security, uninterrupted operation, legal compliance or a particular outcome unless expressly accepted.

7 Backups hosting hardware and conduct

Backup service exists only when selected. List systems/data, provider, encrypted location, frequency/retention, monitoring and failure contact, restore tests, recovery targets, approvers, included restore labor, additional rates and final export/deletion. Targets depend on configuration, provider availability, data and Client cooperation. Synchronization alone is not a proven usable restore; confirm backup/rollback options before material changes and disclose gaps. Client protects credentials, reports changes/loss promptly and keeps independent copies required by law. ALCO discloses identified backup failures/gaps and obtains approval before restoration overwriting live data.

Hosting applies to named environments/sites. State domains, provider, storage/traffic limits if any, maintenance, content duties and accessibility/privacy scope. Client owns its content and confirms publishing/IP/privacy permissions. ALCO is not the publisher or inspector of every item. Prohibited uses include unlawful or exploitative content, malware, credential theft, unsolicited abusive communications, infringement and unauthorized disclosure; applicable provider acceptable-use

restrictions also apply. ALCO may proportionately restrict an affected site for reasonably suspected violations, investigate, request correction and give practicable lawful notice. Preserve evidence for authorities where required; confirmed unresolved material breaches follow termination rules.

For device repair/shipping, record device identity, condition, accessories, tracking and custody. Confirm repair authority, backups, approved work and material risks. Client pays actual approved inbound/return shipping, packaging and insurance; no markup or parts inclusion is implied. Paid parts, erasure and destructive repair require specific approval. Covered repair labor stays included. The optional selected travel schedule is $75/local round trip within 30 road miles of the Caldwell office; Advanced includes two Client-pooled local visits/month without rollover. Additional local travel is $75 with covered labor included; outside-area travel requires an approved quote. Existing included travel remains until amended.

Both parties require staff and representatives to communicate professionally across channels with the other party's staff, Client personnel and vendors, without abusive, obscene, harassing, threatening or discriminatory conduct. End an abusive interaction and escalate to the designated contact. Repeated material breaches use written notice, reasonable cure and the agreed termination process. Credible immediate threats permit lawful protective contact restrictions; conduct rules do not authorize punitive data deletion, credential withholding or arbitrary service disruption.

Client name/logo, testimonial, case-study or endorsement use requires separate written permission. It is optional and does not affect service eligibility. Record approved artwork, context, channels and any limits; Client confirms authority. Permission may be revoked in writing; stop new use promptly and remove controlled digital uses within 30 days, with existing distributed print retained where recall is impractical.

8 Term ending and general responsibilities

The completed agreement states month-to-month without a term discount or a fixed term with dates. Recurring convenience cancellation/nonrenewal uses 90 calendar days after actual receipt, or longer controlling notice. For fixed terms, notice is nonrenewal at the original end date; Client early release requires ALCO written agreement and the accepted itemized buyout stated on the agreement face. Apply contracted discounted rates, prepaid/credit amounts and legally required avoided-cost/mitigation offsets; no list-price reversion, clawback or duplicate supplier recovery. No buyout applies for ALCO uncured material breach, ALCO convenience termination or mandatory rights. Existing exit rights/end dates change only by an express both-signed amendment.

ALCO convenience termination uses at least 90 days after actual receipt, refunds unused ALCO-service prepayments prorata accounting for earned charges and expressly accepted noncancelable supplier obligations, and does not accelerate unearned ALCO fees. A material breach may be terminated after written notice identifying it and a reasonable opportunity to cure; complete the agreed cure period in the schedule. Urgent security/legal restrictions and nonpayment use their separate rules. Supplier commitments follow accepted product schedules.

On exit, Client pays earned authorized charges and accepted noncancelable commitments. ALCO returns Client-owned credentials, domains, data and paid deliverables, provides reasonable export/transition information and cooperates with an authorized successor. Identify timing, format, included assistance and approved additional labor. No undisclosed exit fee or data lien applies. Agree active-data return/deletion, backup expiry and required record retention; retained data stays protected and is used only for lawful retention. Confidentiality, ownership, accrued payment and mandatory duties survive.

Each party is responsible for its own acts, authorized people and breach. Client defends ALCO against third-party claims from unlawful Client-supplied content or lack of Client authority, only to that extent; ALCO gives prompt notice, permits a reasonable defense and does not settle with an admission/Client obligation without consent. This does not cover ALCO wrongdoing. Any liability cap, exclusions, measurement period or data/confidentiality exception must be completed and accepted separately; blank fields create no cap or damages exclusion, and mandatory rights remain.

ALCO is an independent contractor. Assignment requires written consent unless expressly accepted otherwise. Events reasonably beyond control require notice and reasonable mitigation; payment for delivered work and continuing data/security duties remain. The parties first seek resolution through authorized representatives. Governing law, venue and any special dispute process require express agreement; no arbitration or rights waiver is inferred. Invalid provisions are severed to the lawful extent; failure to enforce is not waiver. This document creates no automatic charge authorization.