

STOCK
TECHNOLOGIES

General Terms

Version 2026.1 | Effective December 1, 2026

Stock Technologies, LLC | Grand Prairie, Texas
www.stocktechnologies.com/terms

About these terms

These are the standard terms Stock Technologies, LLC ("we" or "us") uses with every client ("you"). They work together with your Managed Services Agreement and your proposal. If they ever disagree, your proposal wins first, then your agreement, then these terms.

This is version 2026.1, effective December 1, 2026. Your signed agreement names the version that applies to you, and we keep a frozen copy of every version. Old versions are never edited.

If we change these terms

We may publish a new version from time to time. We will give you at least 30 days written notice before a new version applies to you. If a change makes things meaningfully worse for you, you can end your agreement before the change takes effect, with no early exit fee.

1. Payment

- Monthly fees are billed on the 1st of each month, for that month. A partial first month is prorated.
- Invoices are due within 15 days.
- Balances more than 30 days late carry a late fee of 1.5% per month.
- If a balance is more than 60 days late, we may pause new project work until it is current. Support for your existing systems never stops over a late payment.
- If you disagree with an invoice, tell us in writing within 30 days and pay the part that is not in question while we sort it out.

2. Work outside your agreement

- We bill work outside your agreement using our Rate Schedule, in 15 minute increments, unless your proposal sets a different rate.
- Before we start anything billable, we tell you, and the person your proposal names as the approver says yes.
- Projects are quoted in writing before work begins.
- A Trip Charge applies to onsite visits only for clients who are not on Complete IT.

3. Minimum standards

To keep your technology safe and supportable, your covered equipment should meet these standards. If something does not meet them today, we will work with you on a plan and keep supporting it in the meantime.

- **Age.** Devices more than 4 years past their warranty start date carry the monthly Legacy Device Fee shown in your proposal.

- **Warranty.** Covered devices are under manufacturer warranty or a maintenance plan.
- **Operating system.** Every device runs an operating system its maker still supports with security updates.
- **Protection.** Our endpoint protection is installed on every covered computer and server.
- **Backups.** Anything critical to your work is backed up with a backup service we manage.
- **Spares.** At least one spare computer is kept on hand, and a spare for any critical network equipment.

Response times do not apply to problems caused by equipment below these standards. Work on that equipment may be billable.

4. Software

We keep the device, the network and the sign-in working for any software you use. The company that makes a piece of software supports the software itself. When a problem is inside that software, we work with its vendor on your behalf, as long as you have a current support plan with them.

5. Confidentiality

While working together, each of us will see private information about the other, including your staff, customers and, for schools, students and their families. Each of us will keep the other's information private and use it only to do the work. This continues after the agreement ends.

Student and personal data

- We only access the data we need to do the job in front of us.
- We follow your data and technology policies once you give them to us.
- If we believe your data may have been exposed, we tell you promptly, and no later than 72 hours after we confirm it.
- When the agreement ends, we return your data to you or delete it, as you choose.
- If your organization requires its own data privacy agreement, we will sign it.

6. Our people

- Everyone we send onsite has passed a criminal background check.
- Our people follow your code of conduct while on your property.
- We work hard to hire and train good people. You may hire one of our employees only with our written agreement. If you do, during the agreement or within 12 months after it ends, you pay us a fee equal to 100% of that person's yearly pay at the time. This covers the real cost of recruiting, training and covering their position.
- We will not hire your employees during the agreement or for 12 months after it ends without your written agreement.

7. Insurance

We carry business liability, workers compensation, professional liability and cyber liability insurance. We will send you a current certificate of insurance on request, and can name you as an additional insured where our policies allow it.

8. Limits on liability

- Each of us is responsible for our own negligence.
- Our total liability to you for any claim related to our services will not be more than the fees you paid us in the 12 months before the claim.
- Neither of us is responsible to the other for indirect losses, such as lost revenue, lost profits or lost opportunity.
- These limits do not apply to gross negligence or intentional misconduct.

9. Security

No one can guarantee that a network will never be breached. We put proven layers of protection in place and keep them maintained, and we respond to security incidents as part of your agreement. Following our security advice, and keeping staff from getting around the protections we put in place, is a shared job.

10. Monitoring and management tools

To do this work, we install monitoring and management software on your covered devices. You give us permission to install and run it. When the agreement ends, we remove it after your next provider is in place.

11. When the agreement ends

During your final 90 days, we include a standard handoff at no extra charge:

- Your documentation: network diagrams, device lists, passwords, system settings and vendor contacts
- Administrative access for your new provider
- Helping your new provider install their management tools using our existing access
- One handoff meeting with your new provider

Anything beyond that, such as extra training for the new provider or project work to prepare for the move, is billed at your hourly rate. Our responsibility ends once your new provider has administrative access, or at the end of the notice period, whichever comes first.

Each of us returns the other's property. Property not picked up within 20 days after the end may be disposed of.

12. General

- **Independent contractor.** We work for you as an independent company, not as your employee or agent.
- **Work we create for you.** Documentation and work we create specifically for you belongs to you. We keep the right to reuse our own general methods, scripts and know-how.
- **Notices.** Notices go in writing to the contacts in your proposal, and to billing@stocktechnologies.com for us. Email counts as writing.
- **Texas law.** Texas law applies. Any dispute goes to the state or federal courts in Tarrant County, Texas.
- **Changes to your agreement.** Changes to your agreement or proposal must be in writing and agreed by both of us. Changes to these terms follow the rules at the top.
- **Assignment.** Neither of us may hand this agreement to another company without the other's written agreement. We may use trusted subcontractors, and will tell you in writing first.
- **If one part fails.** If a court finds part of these terms unenforceable, the rest still applies.
- **Signatures.** Electronic signatures count the same as signatures on paper.