



RJ NETWORKS MASTER TERMS & CONDITIONS

These Master Terms & Conditions ("Terms") govern the provision of services by **RJ Telecommunications, Inc., d/b/a RJ Networks** ("RJ Networks," "we," "us," or "our") to the customer identified in the applicable agreement, proposal, statement of work, or contract ("Customer"). These Terms are incorporated by reference into and form part of any agreement between RJ Networks and Customer (each, an "Agreement," or "Contract").

By executing an Agreement, Customer acknowledges and agrees to be bound by these Terms.

1. Company Information

- **Legal Name:** RJ Telecommunications, Inc., d/b/a RJ Networks
- **State of Incorporation:** Michigan
- **Legal & Mailing Address:** PO Box 866, Farmington, MI 48332
- **Physical Address:** 24700 Northwestern Hwy, Ste 602, Southfield, MI 48075
- **Website:** <https://rj10.com/>
- **Customer Portal:** <https://rj10.com/login>
- **Updated Terms & Conditions:** <https://rj10.com/termsandconditions>
- **Email Address for Notices:** accounting@rj10.com

2. Services

RJ Networks provides information technology, communications, and related services, which may include the following (collectively, the "Services"). Services are provided as described in the applicable Agreement and may vary by plan, scope, and customer environment.

2.1 Business IT Services – Protection Plans (Monthly Recurring)

RJ Networks offers managed IT service plans composed of standardized service components (each, a "Service Component"). Each Protection Plan includes one or more of the Service Components described below.

Service Components

Basic Protection, consisting of:

- Virus & malware protection
- Endpoint detection
- AI-guided incident analysis and response
- Device monitoring
- Operating system updates
- Remote support
- Hardware inventory
- Vulnerability assessments

Network Security and Protection, consisting of:

- Intrusion prevention
- Web filtering
- Web blocking
- VPN services
- Application control
- Bandwidth control
- Network segmentation
- Network architecture services

Advanced User Protection and Backup, consisting of:

- Rapid cyberthreat detection
- User data backup (complete system)
- User data recovery

- OneDrive and SharePoint backup
- Zero-day protection
- Microsoft 365 management
- User awareness training
- Email archiving

Server Protection, consisting of:

- Windows Server management
- Azure cloud services management
- VMware management
- File and disk-image backups
- Disaster recovery services
- Virtual machine backup and recovery

Web Development, consisting of:

- Updates and modifications to Customer's existing website(s)

Protection Plans

- **Fundamental Protection Plan**, which includes **Basic Protection**.
- **Fundamental Plus Protection Plan**, (which may appear on a contract, invoice, proposal, or billing statement as "**Fundamental + Protection**") which includes **Basic Protection** and **Network Security and Protection**.
- **Advanced Protection Plan**, which includes **Basic Protection, Network Security and Protection, and Advanced User Protection and Backup**.
- **Advanced Plus Protection Plan**, (which may appear on a contract, invoice, proposal, or billing statement as "**Advanced + Protection**") which includes **Basic Protection, Network Security and Protection, Advanced User Protection and Backup**, and **Server Protection**.
- **Enterprise Protection Plan**, which includes all Service Components listed above, plus **Web Development Support** provided on a best-effort basis and limited to updates and modifications to Customer's existing website(s). Web Development

Support expressly excludes new website development, full redesigns, custom application development, or ongoing development projects.

Each Protection Plan includes a defined combination of Service Components. Features, tools, and vendors may be modified or replaced over time, provided the overall intent and scope of the applicable Service Component is maintained.

Response Time Targets. Certain Protection Plans include response-time targets for initial acknowledgment or engagement:

- **Advanced Protection Plan and Advanced Plus Protection Plan:** eight (8) business-hour response time.
- **Enterprise Protection Plan:** two (2) business-hour response time.

Response time targets do not guarantee issue resolution and exclude delays caused by Customer, third parties, force majeure events, or circumstances beyond RJ Networks' control.

After-Hours & Holiday Support

For Customers on Advanced, Advanced Plus, or Enterprise Protection Plans, RJ Networks provides additional support outside of regular working hours:

- **Regular Working Hours:** 8:30 AM – 4:30 PM, Monday through Friday.
- **On-Call Hours:**
 - **Monday – Friday:** 6:00 AM – 8:30 AM and 4:30 PM – 10:00 PM
 - **Weekends:** 6:00 AM – 10:00 PM
- **Holiday Support:** Outside of standard business hours, including recognized holidays, Customers may leave a voicemail or send an email to report issues.

Support During On-Call Hours:

- RJ Networks staff will review all issues reported during on-call hours.
- Where possible, staff will resolve issues during on-call hours. Some issues may require action during the next regular working period.
- Tickets will be opened for all reported issues, and Customers will be notified of progress.

Support Outside On-Call Hours (10:00 PM – 6:00 AM):

- Customers may leave a voicemail or email.
- On-call staff will review the issue at the start of the next on-call period and take action as appropriate.

RJ Networks will respond to all reported issues within the response-time targets outlined for the applicable Protection Plan. Resolution of issues is not guaranteed and may occur during regular working hours or on-call hours as appropriate.

2.2 Fiber & Collocation Services (Monthly Recurring)

RJ Networks provides Fiber (including Dark, Shared, Symmetrical, Dedicated, and Small Business Fiber) and Collocation services, which include:

- Fiber installation and maintenance as outlined in Customer's Agreement
- Responsibility for demarcation extensions or inside wiring needed for Fiber delivery
- Minimum charges for location closures during term as set forth in Agreement
- Collocation access rules depending on rack size and access requirements
- Restrictions against tampering with equipment not included in Customer's space
- Timely reporting of problems affecting Customer's collocation equipment

2.3 Business Voice Services (Monthly Recurring)

RJ Networks provides hosted business voice and related communications services, which may include the following offerings:

- **Virtual Business Voice**, which may include:
 - Automated attendant
 - Call parking
 - Basic call routing
 - Call transferring
 - Call recording
 - Call forwarding
 - Music on hold
 - Do not disturb

- Voicemail to email
- Microsoft Teams routing
- Groundwire application access
- Web portal access
- User management
- Call detail record access
- Call forwarding controls
- SMS messaging: Customer is responsible for obtaining consent for recipients and providing opt-out options as required by TCPA
- **Standard Business Voice**, which may include all features of Virtual Business Voice, plus:
 - Physical phone seat(s)
 - Call blocking
 - Music on hold management
 - Call queue statistics
 - Call queuing
 - Call waiting
 - Call monitoring
 - Remote call pickup
 - Conference bridging
 - Intercom and paging
 - Advanced call routing

Business Voice Services depend on Customer's internet connectivity, electrical power, local network configuration, and third-party carriers and platforms. RJ Networks does not guarantee call quality, availability, uptime, or uninterrupted service.

Customer acknowledges that Voice Services, including E911 or emergency calling functionality, may be limited or unavailable during internet outages, power failures, service

disruptions, or other circumstances beyond RJ Networks' control. Customer is responsible for maintaining alternative means of emergency communication.

SMS and MMS Messaging Compliance and Service Interruption. Customer is solely responsible for ensuring that all SMS or text messaging activity complies with applicable laws and regulations, including those enforced by the Federal Communications Commission (FCC) and the Telephone Consumer Protection Act (TCPA). RJ Networks does not monitor or verify Customer compliance. In the event of suspected or confirmed non-compliance, RJ Networks may restrict, suspend, or terminate SMS messaging functionality as reasonably necessary to protect RJ Networks, its carriers, or the network.

2.4 Support Services (Hourly)

- Remote and on-site hourly IT support
- Travel charges apply for trips outside monthly service scope
- Customer shall be notified of non-recurring charges in advance

2.5 Network Monitoring & Management (Monthly Recurring)

- Monitoring, alerting, and management of network devices and systems
- Provided on a best-effort basis
- Customer responsible for network security policies where applicable

2.6 On-Site Labor & Cabling (Hourly)

- Includes network and low-voltage cabling services
- All work performed according to applicable codes
- RJ Networks not liable for incidental or consequential damages from cabling work

2.7 Equipment Sales & Leased Equipment

- Sale of hardware and equipment; sales tax applies unless exempt
- Leased equipment responsibilities: RJ Networks will replace faulty equipment at no cost; Customer responsible for damage or loss due to neglect or abuse; surcharge may apply for unauthorized use or damage
- Equipment subject to manufacturer warranties

2.8 Internet Services (Monthly Recurring – Oversight Only)

- Coordination and oversight of circuits obtained through third-party ISPs

- Performance, uptime, and availability are solely the responsibility of the underlying carrier

2.9 Legacy & Discontinued Services

- RJ Networks reserves the right to modify, replace, or discontinue any service offering upon reasonable notice

3. Billing & Payment Terms

- ACH, credit card, and checks accepted
- Autopay is optional and excludes non-recurring charges unless authorized
- Net 20 invoice terms
- Late payments: 1.5% per month
- Returned Payment and NSF fees: \$25
- Travel charges: \$0.75 per mile after 30 miles from main office; waived for corrective visits included in plan
- Project deposits: 30% required prior to scheduling work
- Fraud & bandwidth abuse: Customer is responsible for all charges resulting from fraudulent activity or network compromise affecting Customer's systems or services. RJ Networks may assess reasonable additional fees to cover excess usage, carrier charges, investigation, remediation, or administrative costs incurred as a result.
- Acceptable Use: Services for business voice/data only; prohibited activities include telemarketing, autodialers, reselling, or sharing service without written approval

4. Authorizations

Customer authorizes RJ Networks to:

- Access systems remotely for monthly IT services
- Charge stored payment methods if enrolled in autopay
- Perform authorized services per Agreement

- Take emergency/security actions without prior approval when necessary

5. Security, Data, & Compliance

RJ Networks monitors systems for security threats but does not guarantee prevention of all cyber incidents. Absolute security cannot be guaranteed, and data transmission may be subject to interception, malware, or other risks.

If a Customer's selected plan includes backup services, RJ Networks is responsible for performing backups and verifying backup integrity as part of the Services. RJ Networks does not guarantee successful data recovery in all circumstances.

Customer is solely responsible for compliance with applicable laws and regulations, including but not limited to HIPAA and PCI-DSS. RJ Networks' services may support compliance through technical safeguards, but RJ Networks is not a legal or compliance advisor and does not assume responsibility for Customer's regulatory obligations.

5.1 HIPAA Compliance / Business Associate Agreement (Conditional)

If Customer is a Covered Entity under HIPAA and provides Protected Health Information (PHI) to RJ Networks in connection with services, the provisions of this section apply. For such Customers, this Master Terms & Conditions, together with this conditional HIPAA section, constitutes the Business Associate Agreement required under HIPAA, and no separate signature is required.

RJ Networks shall:

- Use PHI only for purposes authorized in the Agreement.
- Implement administrative, technical, and physical safeguards to protect PHI.
- Ensure any subcontractors or agents comply with these same safeguards.
- Notify Customer promptly of any unauthorized use or disclosure of PHI.
- Return or securely destroy PHI upon termination, or continue to protect it if return/destruction is infeasible.

Customer acknowledges that RJ Networks is not a legal or compliance advisor and remains responsible for overall HIPAA compliance obligations.

6. Customer Responsibilities

- Provide accurate information
- Grant timely access
- Maintain hardware where required
- Maintain licenses unless included in Agreement
- Safeguard credentials and access
- Maintain cyber insurance
- Cooperate for service installation, porting, or relocation
- Relocation rules: Voice service moves may avoid early termination if circuits are coordinated; Fiber and internet moves may incur fees and rate adjustments

7. Term, Termination, & Suspension

- Initial term per Agreement; converts to month-to-month after initial term
- Post-term termination with 30-day notice at no cost
- Early termination requires the Customer to pay any remaining monthly fees for initial term
- Suspension for nonpayment, abuse, security risk, and illegal activity
- Refunds for prepaid and unused services after initial term has been completed

8. Limitation of Liability & Indemnification

8.1 Limitation of Liability.

To the maximum extent permitted by law, RJ Networks' total aggregate liability arising out of or related to this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by Customer to RJ Networks under the applicable Agreement during the twelve (12) months preceding the event giving rise to the claim.

8.2 Exclusion of Certain Damages.

To the maximum extent permitted by law, RJ Networks shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of business, business interruption, loss of data, or reputational harm, even if RJ Networks has been advised of the possibility of such damages.

8.3 Indemnification by Customer.

Customer shall indemnify, defend, and hold harmless RJ Networks from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Customer's breach of this Agreement
- Customer's misuse of the Services
- Customer's violation of applicable laws or regulations
- Content, data, or instructions provided by Customer

This indemnification does not apply to claims resulting from RJ Networks' gross negligence or willful misconduct.

9. Intellectual Property & Confidentiality

Customer retains ownership of all Materials (including Customer data, content, documentation, configurations, credentials, and other materials provided by or created for Customer in connection with the Services) and Intellectual Property ("IP"); RJ Networks may use such Materials solely as necessary to provide the Services.

The receiving party may use Confidential Information only to perform its obligations under the Agreement, shall not disclose it without prior written consent, and shall promptly notify the disclosing party of any unauthorized disclosure.

10. Dispute Resolution

Except for actions seeking injunctive relief or the collection of unpaid amounts, all disputes arising out of or relating to these Terms or the Services shall be resolved by binding arbitration in Michigan.

Actions for injunctive relief or collections may be brought in the state or federal courts located in Michigan.

Each party waives the right to a jury trial, and the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

11. Force Majeure

Neither party shall be liable for delays or failures caused by events beyond its reasonable control, including acts of God, natural disasters, labor disputes, or utility/network failures. The affected party shall notify the other promptly and use reasonable efforts to resume performance as soon as possible.

12. Miscellaneous

12.1 Entire Agreement

These Terms, together with any applicable Agreement, proposal, or statement of work, constitute the entire agreement between the Parties regarding the subject matter and supersede all prior discussions, agreements, or understandings, whether written or oral.

12.2 Amendments

No modification or waiver of these Terms is effective unless in writing and signed by RJ Networks.

12.3 Assignment

Customer may not assign or transfer any rights or obligations under these Terms without RJ Networks' prior written consent. RJ Networks may assign or transfer these Terms without consent to a successor or in connection with a sale, merger, or reorganization.

12.4 Severability

If any provision of these Terms is held invalid, illegal, or unenforceable, the remainder shall continue in full force and effect. The Parties shall negotiate in good faith to replace the invalid provision with a valid one that most closely reflects the original intent.

12.5 Counterparts; Electronic Signatures

These Terms may be executed in counterparts and via electronic signature, each of which is deemed an original and all of which constitute one and the same instrument.

12.6 Governing Law

These Terms and any Agreement are governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of law principles.

12.7 Waiver

No failure or delay by RJ Networks in exercising any right or remedy shall operate as a waiver of such right or remedy, nor shall any single or partial exercise preclude any other or further exercise.

12.8 Headings

Section and paragraph headings are for convenience only and do not affect interpretation.

12.9 Survival

Provisions regarding limitations of liability, indemnification, confidentiality, HIPAA compliance, and any other obligations intended to survive termination shall survive expiration or termination of these Terms.

12.10 Notices

Any notice under these Terms shall be in writing and delivered by email, certified mail, or other mutually agreed-upon method. Notices to RJ Networks shall be sent to the mailing address in Section 1 unless otherwise specified.

Master Terms & Conditions – Version 01/20/2026

This version of the Terms & Conditions supersedes all prior versions, but does not override Other Terms and Conditions set forth in individual Agreements. Customers are bound by the most current version available at <https://rj10.com/termsandconditions>.