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Terms and Conditions for Managed Services

1. GENERAL.

This Terms and Conditions for Managed Services (“Terms and Conditions for Managed Services”) sets forth specific terms and conditions for the managed services (“Managed Services”) provided to Client by International Consulting Group, Inc. (“ICG”) and is incorporated into the Managed Services Agreement by and between Client and ICG (“Managed Services Agreement”). Each capitalized term used, but not defined, in this Terms and Conditions for Managed Services has the meaning ascribed to such capitalized term in the Managed Services Agreement (including, without limitation, the General Terms and Conditions incorporated into and made a part of the Managed Services Agreement).

2. SPECIFIC DESCRIPTION.

2.1 Scope of Services. ICG will provide Client with the Managed Services set forth in the Managed Services Agreement. The Managed Services Agreement, which includes this Terms and Conditions for Managed Services and the General Terms and Conditions, only covers the Managed Services set forth in the Managed Services Agreement. Any additional services requested by and provided to Client will be subject to the Terms and Conditions for Hourly Support and will be charged to Client at ICG’s then prevailing hourly rate (which are posted on www.icgi.com/legal) at the time of providing the out-of-scope service.

2.2 Operating Hours. ICG’s standard hours of operation (“Operating Hours”) for providing the Managed Services are from 8:00 a.m. to 5:00 p.m. EST during regular business days (Monday through Friday, excluding U.S. federal holidays). Managed Services that are covered under the Managed Services Agreement and must be performed outside of Operating Hours will not generate any additional charges. All Support inquiries must be communicated to ICG via one of the following (“ICG Support System”):

E-mail: service@icgi.com
Phone: 305-463-4000
Phone (toll-free): 888-809-4685

3. PRICING AND PAYMENT.

3.1 Pricing. Pricing for the Managed Services is set forth in the Managed Services Agreement.

3.2 Payment. On the first day of each month, ICG will provide Client with an invoice for the Managed Services to be performed by ICG for the Client during that month. Client shall pay ICG a monthly per user fee (“User Fee”) for each User as set forth in the Managed Services Agreement on a monthly basis in advance on the first day of each month. Client shall also pay ICG a monthly site fee (“Site Fee”) and/or infrastructure fee (“Infrastructure Fee”) as set forth in the Managed Services Agreement on a monthly basis in advance on the first day of each month. The total monthly User Fee is referred to as the “Total User Fee” and collectively with the applicable monthly Site Fee or Infrastructure Fee are collectively referred to as the “Total Monthly Fee.” Client shall pay ICG the Total Monthly Fee for the first month of the Initial Term on the Go-Live Date, which is based on the Estimated Go-Live Date set forth in the Managed Services Agreement. Client acknowledges and agrees that if ICG does not receive written notice from Client of a request for termination of the Managed Services per the terms of the Managed Services Agreement, then Client shall continue to pay ICG the Total Monthly Fee as long as Client’s account remains active regardless if Client is using the Managed Services. Total Monthly Fee is non-refundable and there will be no credits for partial months of use or months unused with an open account. The full User Fee will apply for each User during a month regardless if a User is added at the start of or during the applicable month. All Fees are due upon Client’s receipt of invoice from ICG; *provided, however*, if Client does not receive and invoice from ICG, Client is not relieved of the obligation, as applicable, to pay ICG the Setup Fee within thirty (30) days of the Effective Date or Total Monthly Fee within thirty (30) days of the first day of the applicable month. In addition to the payment terms set forth in this Terms and Conditions for Managed Services, the payment terms set forth in the General Terms and Conditions apply to payment for Managed Services, including without limitation, relating to Costs, Taxes and Expenses.

4. **TERM AND TERMINATION.**

4.1 **Term.** The term of the Managed Services Agreement commences on the acceptance of the Managed Services Agreement by Client (“Effective Date”), and will continue for a period of three (3) years following completion of the onboarding process for the Managed Services and ICG providing the first invoice for Total Monthly Fees (“Initial Term”), and thereafter shall automatically renew for successive one (1) year periods (each, a “Renewal Term” and collectively with the Initial Term, the “Term”) unless and until terminated in accordance with the General Terms and Conditions. Notwithstanding the foregoing, the Term shall continue, and the Managed Services Agreement shall remain in effect, while Client continues to receive the Managed Services from ICG.

4.2 **Termination.** The Managed Services Agreement may be terminated by either Client or ICG pursuant to the General Terms and Conditions.

4.3 **Suspension.** Client acknowledges and understands that Client’s abuse or misuse of the Managed Services could adversely affect ICG. ICG reserves the right to limit or suspend Client’s use of the Managed Services in the event of any abuse or misuse of the Managed Services by Client, including, without limitation, any use that ICG determines, at its sole discretion, may adversely affect ICG.

4.4 **Disposition of Client Data Following Termination.** Client acknowledges and agrees that all Client Data stored pursuant to the Managed Services Agreement will be deleted on or after thirty (30) days following the date of termination (“Final Storage Period”), and that such Client Data will no longer be accessible by Client following the Final Storage Period. Under no circumstances will ICG assume responsibility or be liable for Client’s failure to access or for the loss of any Client Data following the Final Storage Period.

4.5 **Transition Services.** If Client requests transition services related to the Managed Services, then ICG will provide Client with reasonable and customary transition services subject to Client paying ICG in advance for performing such transition services on a time and materials basis at ICG’s then-current prevailing rates as posted on www.icgi.com/legal and per the scope agreed to in writing in advance by the parties; *provided, however*, ICG shall not be required to provide any such transition services to Client in the event (i) Client has failed to pay ICG any amount pursuant to the Managed Services Agreement (including, without limitation, for the transition services) or any other agreement between the parties; (ii) the Managed Services agreement or any other agreement between the parties is terminated by ICG as a result of any breach by Client; or (iii) Client is in violation of any applicable law, rule or regulation.