



8600 NW 17th Street
Suite 202
Doral, Florida 33126

T. 305.594.0848
T. 888.809.4685
F. 305.594.0724

www.icgi.com

Terms and Conditions for Hardware as a Service (HaaS)

1. GENERAL.

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

2. SPECIFIC DESCRIPTION.

2.1 Scope of Services. ICG will provide Client with the Appliance (“Appliance”) described in the Hardware as a Service Agreement, and the right to use the right to use the Appliance as applicable. The Hardware as a Service Agreement only covers the Hardware as a Service as specifically described in our Hardware as a Service (HaaS) Agreement. Any additional services requested by and provided to Client which are not specifically described in the Hardware as a Service Agreement will be charged to Client at ICG’s standard rates as posted on icgi.com/legal at the time of providing the out-of-scope service.

2.2 Appliance. During the term, Client will be granted a non-exclusive, non-transferable and non-sublicensable limited right to access and use the quantities of each item of Appliance identified in the Hardware as a Service Agreement. The Appliance is and will be the sole property of ICG or its licensors or service providers. Client will have no rights whatsoever in or to the Appliance other than the limited right set forth above. Client acknowledges and agrees that the Hardware as a Service Agreement is a service agreement and nothing in the Hardware as a Service Agreement will be deemed or construed as a lease or other grant or transfer of any real or personal property. Specifically, Client acknowledges and agrees that Client has not been granted any real property interest in the Appliance and Client has no rights under any real property or landlord/tenant laws, regulations, or ordinances pursuant to the Hardware as a Service Agreement.

2.3 Included Support. ICG will provide technical support for the Appliance as outlined under an active Managed Services Agreement, Project Agreement or Hourly Support Agreement.

3. PRICING AND PAYMENT.

3.1 Pricing. Client shall pay ICG the Hardware as a Service Fee (“HaaS Fee”) set forth in the Hardware as a Service Agreement on a monthly basis in advance on the first day of each month. Client shall pay ICG the HaaS 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 Hardware as a Service Agreement. Client acknowledges and agrees that if ICG does not receive written notice from Client of a request for termination of the Hardware as a Service, then Client shall continue to pay ICG the HaaS Fee as long as Client’s account remains active regardless if Client is using the Hardware as a Service. Both the Setup Fee and the HaaS Fee are non-refundable and no credits will be issued for partial months of use or months unused with an open account.

3.2 Payment. Payment terms for Products is set forth in the Hardware as a Service Agreement.

4. TERM AND TERMINATION.

4.1 Term. The term of the Hardware as a Service Services Agreement commences on the later of the signature dates set forth in the Hardware as a Service Agreement (“Effective Date”), and will continue for a period of one (1) year following completion of the onboarding process for the Appliance 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 Hardware as a Service Agreement shall remain in effect, while Client continues to receive the Hardware as a Service from ICG.

4.2 Termination. The Hardware as a Service 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 Hardware as a Service could adversely affect ICG. ICG reserves the right to limit or suspend Client's use of the Hardware as a Service in the event of any abuse or misuse of the Hardware as a Service by Client, including, without limitation, any use that ICG determines, at its sole discretion, may adversely affect ICG

5. RESPONSIBILITIES.

5.1 Client Responsibilities. Client may use the Hardware as a Service for any legal purpose, provided such use does not violate the terms and conditions of the Hardware as a Service Agreement. Client shall not use the Hardware as a Service, or permit Client's system to be used: (i) as a mail relay, except for internal, authenticated Users, and Client shall ensure that such service is shut down immediately if used by external entities; (ii) for the delivery of unsolicited e-mail (spamming) or the spreading of viruses; (iii) to violate the security of any computer or network, crack passwords or security encryption codes, or transfer or serve any illegal material(s). Client shall furnish a sufficient number of trained and experienced personnel and deliver all necessary access, information and materials in a timely fashion. ICG will not be responsible for any delays, cost overruns, or liability resulting from Client failing to meet such obligations or the obligations set forth below. To facilitate prompt and efficient completion of the work, Client and Client's personnel shall fully cooperate with ICG and its personnel in all respects, including, without limitation, providing information as to Client requirements, providing access to Client's facilities, systems, equipment and hardware on which the Deliverables are to be installed, and providing access to all necessary information regarding Client's facilities and systems, as well as providing space for ICG's personnel to work at Client's facility. If ICG determines that the Hardware as a Service requires ICG to remotely access Client's computer systems, Client agrees that Client shall also provide ICG with all information reasonably requested by ICG for ICG to remotely access Client's computer systems. Client will be responsible for making, at its own expense, any changes or additions to Client's current systems, software, and hardware that may be required to support performance of the Services. Client acknowledges and agrees that the providing of the Services may in some circumstances result in the disruption of other services at Client's facility or on Client's computer systems or loss or damage to software or hardware. Client is strictly liable for the acts and omissions of each of Client's officers, employees, contractors, agents and other representatives with respect to the Hardware as a Service Agreement.

5.2 ICG Responsibilities. ICG will configure, install and maintain the Appliance per the terms set forth in the Hardware as a Service Agreement.

5.3 Risk of Loss. Risk of loss for an Appliance shall transfer to Client upon the delivery of the Appliance to the Client. Client shall be liable to ICG for all damage, other than normal wear and tear, to Appliance.

5.4 Non-Returned Appliances. If the applicable Term has expired, and Client fails to timely return the Appliance to ICG, then ICG will invoice Client for each such Appliance(s) at a rate based on then-current or last suggested retail price, as applicable, and Client agrees to pay such invoice.

5.5 Warranty. ICG warrants that during the applicable Term of the Hardware as a Service Agreement, the Appliance will be free from any material defects in materials or workmanship. This warranty shall not apply to any non-conformance (i) that ICG cannot recreate after exercising commercially reasonable efforts to attempt to do so; (ii) caused by misuse of the Appliance or by using the Appliance in a manner that is inconsistent with the Hardware as a Service Agreement or the Documentation; (iii) arising from the modification of the Appliance by anyone other than ICG; (iv) resulting from damage, or other than normal wear and tear, to the Appliance by Client; or (v) caused by any problem or error in third party software or hardware not provided by ICG with Appliance regardless of whether or not the Appliance is designed to operate with such third party software or hardware. Client must comply with the ICG warranty policies and requirements in making a warranty claim. ICG's sole obligation and Client's sole and exclusive remedy for any breaches of the warranty stated in this Section shall be for ICG, at ICG's sole cost and expense, to repair or replace the Appliance.