Terms & Conditions for Software as a Service (SaaS)

1. GENERAL.

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

2. SPECIFIC DESCRIPTION.

2.1   Scope of Services. ICG will provide Client with the Software as a Service set forth in the Software as a Service Agreement. The Software as a Service Agreement, which includes this Terms and Conditions for Software as a Service and the General Terms and Conditions, only covers the Software as a Service set forth in the Software as a Service Agreement. Any additional services requested by and provided to Client 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. All dates for performance by ICG are estimates only, and not guarantees, provided that ICG will use commercially reasonable efforts to achieve such dates.

2.2   Software as a Service. During the term of the Software as a Service Agreement, Client will be granted a non-exclusive, non-transferable and non-sublicensable limited right to access and use the Software as a Service set forth in the Software as a Service Agreement.

3. PRICING AND PAYMENT.

3.1   Pricing. Client shall pay ICG the Software as a Service Fee ("SaaS Fee") set forth in the Software as a Service Agreement on a monthly basis in advance on the first day of each month. Client shall pay ICG the SaaS 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 Software 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 Software as a Service, then Client shall continue to pay ICG the SaaS Fee as long as Client's account remains active regardless if Client is using the Software as a Service. The SaaS 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 Software as a Service Agreement.

4. TERM AND TERMINATION.

4.1   Term. The term of the Software as a Service Agreement commences on the full acceptance of the Software as a Service Agreement ("Effective Date"), and will continue for a period of one (1) month ("Initial Term"), and thereafter shall automatically renew for successive one (1) month periods unless and until terminated in accordance with the General Terms and Conditions (each, a "Renewal Term" and collectively with the Initial Term, the "Term").

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