Doral Florida 33126

www.icgi.com



T. 888.809.4685 F 305 594 0724

Terms and Conditions for Project Services

GENERAL. 1.

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

2. SPECIFIC DESCRIPTION.

- Scope of Services. ICG will provide Client with the Project Services set forth in the Project Services Agreement. The Project Services Agreement, which includes this Terms and Conditions for Project Services and the General Terms and Conditions, only covers the Project Services set forth in the Project Services 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.
- Operating Hours. ICG's hours of operation for providing the Project Services are from 8:00 a.m. to 6:00 p.m. EST during regular business days (Monday through Friday, excluding U.S. federal and ICG recognized holidays) ("Operating Hours"). Project Services performed outside of these Operating Hours are subject to a higher rate as set forth in www.icgi.com/legal. The Project Services will be performed at ICG's main office location in Miami, Florida or at Client's site, at the reasonable discretion of ICG. All Support inquiries must be communicated to ICG via one of the following ("ICG Support System"):

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

3. PRICING AND PAYMENT.

- Pricing, Pricing for Project Services is set forth in the Project Services Agreement. The prices quoted in the Project Services Agreement are valid for thirty (30) days from the date provided and thereafter subject to change by ICG.
 - Payment. Payment terms for Project Services is set forth in the Project Services Agreement.

4. TERM AND TERMINATION.

- <u>Term.</u> The term of the Project Services Agreement commences on the full acceptance of the Project Services Agreement ("Effective Date"), and will continue until the Project is completed or the Project Services Agreement is terminated pursuant to the General Terms and Conditions ("Term").
- Termination. The Project Services Agreement may be terminated by either Client or ICG pursuant to the 4.2 General Terms and Conditions.
- Suspension. Client acknowledges and understands that Client's abuse or misuse of the Project Services could adversely affect ICG. ICG reserves the right to limit or suspend Client's use of the Project Services in the event of any abuse or misuse of the Project Services by Client, including, without limitation, any use that ICG determines, at its sole discretion, may adversely affect ICG.