aztech
IT Solutions

SCHEDULE DOCUMENT

HAAS Hardware as a Service Standard Terms

Public

Terms & Conditions for Hardware as a Service (HaaS)

This document sets forth the terms and conditions for our Hardware as a Service ("HaaS" or "Service") Agreements.

TERMS AND CONDITIONS

1. **TERMS AND CONDITIONS**.

These terms and conditions ("Terms and Conditions") apply to Service ("Service") provided to Client by AZTECH IT pursuant to our Hardware as a Service (HaaS) Agreement. The terms of the Letter of Engagement are hereby incorporated herein by reference. Each undefined, capitalized term used in this document will have the meaning set forth in the Letter of Engagement.

2. **DESCRIPTION**.

2.1 <u>Hardware as a Service</u>. Pursuant to these Terms and Conditions, Aztech IT will provide Client with the Appliance ("Appliance") described in your Sales Agreement, and the right to use the right to use the Appliance as applicable.

2.2 <u>Appliance</u>. The Appliance provided as part of this Service Agreement will be the sole property of AZTECH IT or its licensors or service providers. Client will have no rights whatsoever in or to the Appliance other than the right to use during the Term as provided in your Sales Agreement. Client acknowledges and agrees that the Contract is a Services Agreement, and nothing herein 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 any hardware listed in this Service Contract and Client has no rights under any real property or landlord/tenant laws, regulations, or ordinances pursuant to this Service Contract.

Upon execution of your Sales Agreement, Client shall be granted a non-exclusive, non-transferable and non-sublicensable license for the Term (as defined below) to use the quantities of each item of Appliance identified in your Sales Agreement and the device on which such Appliance is delivered, if any, within the parameters associated with the applicable License Type.

2.3 <u>Included Support</u>. AZTECH IT will provide basic technical support for the Service exclusively by e-mail andphone ("Support") for eight (8) hours per Business Day between 8:00 AM and 6:00 PM EST ("Business Hours"). All Support inquiries must be communicated to AZTECH IT via one of the following ("AZTECH IT Support System"):

E-mail: helpdesk@aztechit.co.uk
Phone: 01908 571510

2.4 <u>Scope of Service Agreement</u>. This document only covers AZTECH IT's 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 your HaaS Sales Agreement will be charged to Client at AZTECH IT's standard at the time of providing the out-of-scope service.

3. **PRICING AND PAYMENT**.

3.1 <u>Pricing</u>. Pricing for the Service is set forth in your Sales Agreement or Signed Quote/ Sales Order

3.2 <u>Payment</u>. Payment terms for the Service are subject to the standard terms and conditions. Client shall pay Aztech IT a monthly Hardware Service Fee ("Hardware Service Fee") set forth in your Sales Agreement or Approved Quote on a monthly basisin advance on the first day of each month.

3.3 Client shall pay Aztech IT the Total Monthly Fee ("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 on the first page of this Service Contract. Client acknowledges and agrees that if Aztech IT does not receive written notice from Client of a request for Service termination, then Client shall continue to pay Aztech IT the Total Monthly Fee as long as Client's account remains active regardless if Client is using the Service. Any agreed setup fee are non-refundable. The Hardware Service Fee is non-refundable and there will be no credits for partial months of use or months unused with an open account. For an additional Fee, Client may contract for additional Hardware Services and/or Services from Aztech IT at any time pursuant to an executed Sales Agreement. Costs, Taxes and Expenses are subject to the pricing and payment terms set forth in the approved quote or sales order form.

4. **TERM AND TERMINATION**.

        4.1   <u>Term</u>. The term of your Sales Agreement commences on the signature dates set forth on the approved quote or sale order form your Sales Agreement ("<u>Effective Date</u>"), and will continue for a period of one (1) year ("<u>Initial Term</u>"), and thereafter shall automatically renew for successive one (1) year periods unless and until terminated in accordance with the Letter of Engagement or your Sales Agreement (each, a "<u>Renewal Term</u>" and collectively with the Initial Term, the "<u>Term</u>"). Notwithstanding the foregoing, the Term shall continue, and your Sales Agreement shall remain in effect, while Client continues to receive the Service from AZTECH IT.

        4.2   <u>Termination</u>. This Sales Agreement may be terminated by either Client or Aztech IT pursuant to the terms of the Letter of Engagement following the Initial Term. Either party may also terminate this Service Contract by providing the other party with prior, written notice ("<u>Termination Notice</u>") at least ninety (90) days ("<u>Termination Notice Period</u>") prior to the end of the then-current term of your Sales Agreement ("<u>Termination Date</u>").

        4.3   <u>Suspension</u>. Client acknowledges and understands that Client's abuse or misuse of the Service could adversely affect Aztech IT.

        4.4   Aztech IT reserves the right to limit or suspend Client's use of the Service in the event of any abuse or misuse of the Service by Client, including, without limitation, any use that Aztech IT determines, at its sole discretion, may adversely affect Aztech IT

        4.5   <u>Cancellation / Early Termination</u>. Client's commitment to receive the Service begins on the Effective Date and is effective until the end of the then-current Term of your Sales Agreement. If Aztech IT terminates your Sales Agreement (either through termination of the Letter of Engagement or your Sales Agreement) due to Client's non-payment or other default before the end of the then-current term for the Service, or if Client cancels the Service prior to the end of the term for such Service (either through termination of the Letter of Engagement or this Service Contract or by cancellation of the Service), then Client shall pay Aztech IT on or before the Termination Date, in addition to all other amounts owed pursuant to the Letter of Engagement, this Service Contract or by law, an early termination fee equal to the Total Monthly Fee as of the date the applicable party received the Termination Notice (based on an average of the Total Monthly Fee for the six (6) month period immediately preceding the date the applicable party received the Termination Notice) *multiplied by* the number of months remaining in the then-current Term of your Sales Agreement (as of the notice of termination or cancellation) ("<u>Early Termination Fee</u>"). The Early Termination Fee is not a penalty, but rather a charge to compensate Aztech IT for Client's failure to satisfy the service commitment on which Client's rate plan is based.

5. **RESPONSIBILITIES**.

        5.1   <u>Client Responsibilities</u>. Client may use the Service for any legal purpose, provided such use does not violate the terms and conditions of the Letter of Engagement (including, without limitation, your Sales Agreement and AZTECH IT's AcceptableUse Policy). Client shall not use the 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. AZTECH IT will not be responsible for any delays, cost overruns, or liability resulting from Client failing tomeet 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 AZTECH IT 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 Aztech IT's personnel to work at Client's facility. If Aztech IT determines that the Services require Aztech IT to remotely access Client's computer systems, Client agrees that Client shall also provide Aztech IT with all information reasonably requested by Aztech IT for Aztech IT 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 resultin 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 your Sales Agreement

        5.2   <u>AZTECH IT Responsibilities</u>. Per the terms of this Service Contract, Aztech IT will configure, install and maintain the Appliance per the terms set forth in your Sales Agreement or approved quote.

5.3 <u>Risk of Loss</u>. Risk of loss for an Appliance shall transfer to Client upon the delivery of the Appliance to the Client. Client shall be liable to Aztech IT for all damage, other than normal wear and tear, to Appliance.

5.4 <u>Non-Returned Appliances</u>. If the applicable Term has expired, and Client fails to return the Appliance to Aztech ITas required hereunder, then Aztech IT 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 <u>Warranty</u>. Aztech IT warrants that during the applicable Term of the 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 Aztech IT 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 this Agreement or the Documentation; (iii) arising from the modification of the Appliance by anyone other than Aztech IT (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 Aztech IT 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 RMA Policy stated below in making a warranty claim. AZTECH IT's sole obligation and Client's sole and exclusive remedy for any breaches of the warranty stated in this Section shall be for Aztech IT to repair or replace the Appliance.