

Terms & Conditions for Hardware as a Service (HaaS)

1. TERMS AND CONDITIONS.

These terms and conditions (“Terms and Conditions”) apply to Service (“Service”) provided to Client by AMS IT SUPPORT LTD pursuant to Hardware as a Service (HaaS).

2. Hardware as a Service.

Pursuant to these Terms and Conditions, AMS IT Support Ltd will provide Client with the Appliance(s) (“Appliance”) described in the quotation, and the right to use the Appliance as applicable.

3 Ownership and Transfer

3.1 The Appliance provided as part of this Service will be the sole property of AMS IT SUPPORT LTD 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.

3.2 Client acknowledges and agrees that the agreement is a service, and nothing herein will be deemed or construed as a lease or other grant or transfer of any real or personal property.

3.2.1 Specifically, Client acknowledges and agrees that Client has not been granted any real property interest in any hardware listed in the quote and Client has no rights under any real property or landlord/tenant laws, regulations, or ordinances pursuant to this service.

3.2 Upon acceptance of the sale, the 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 the quote and the device on which such Appliance is delivered, if any, within the parameters associated with the applicable License Type.

3.3 Subject to the payment of all applicable fees and charges, upon termination of this Agreement ownership of the Appliance shall be conveyed to the Client and AMS IT Support Ltd shall have no further claim or lien on the Appliance nor be obligated to support, maintain or warrant the Appliance.

3.4 Upon termination of this Agreement, any applicable manufacturer or service licensing shall become the sole responsibility of the Client.

4. Scope.

This document only covers AMS IT SUPPORT LTD’s service as specifically described in this Hardware as a Service (HaaS) Agreement. Any additional services requested by and provided to Client which are not specifically described herein will be charged to Client at under their AMS IT SUPPORT LTD Support Contract Agreement, or at AMS IT Support Ltd’s standard rates in the absence of such Support Agreement.

5. PRICING AND PAYMENT.

5.1 Pricing.

Pricing for the Service is set forth in the quote.

5.2 Payment.

Payment terms for the Service are subject to AMS IT Support Ltd’s standard terms and conditions. Client shall pay AMS IT Support Ltd a monthly Hardware Service Fee (“Hardware Service Fee”) set forth in the quote on a monthly basis in advance.

5.3 Client acknowledges and agrees that if AMS IT Support Ltd does not receive written notice from Client of a request for Service termination, then Client shall continue to pay AMS IT Support Ltd the Hardware Service Fee as long as the 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.

5.3.1 For an additional Fee, the Client may contract for additional Hardware Services and/or Services from AMS IT Support Ltd at any time pursuant to an executed agreement. Costs, Taxes and Expenses are subject to the pricing and payment terms set forth in therein.

6. TERM AND TERMINATION.

6.1 Term.

The Term of this Agreement commences on date set forth on the approved quote ("Effective Date"), and will continue for the period stated therein ("Initial Term"), and thereafter shall be subject to a renewal quote and agreement.

Notwithstanding the foregoing, the Term shall continue, and this Hardware as a Service (HaaS) Agreement shall remain in effect, while the Client continues to receive the Service from AMS IT SUPPORT LTD.

6.2 Termination.

Either party may terminate this Hardware as a Service (HaaS) Agreement by providing the other party with prior, written notice ("Termination Notice") at least ninety (90) days ("Termination Notice Period") prior to the end of the then-current term of the Agreement ("Termination Date").

This Agreement may also be terminated:

6.2.1 Forthwith by either party if the other commits any material breach of any terms of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty days of a written request to remedy the same.

6.2.2 Forthwith by either party if the other convenes a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act of 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the other is unable to pay its debts within the meaning of the Section 123 of the Insolvency Act 1986, or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or if a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

6.2.3 Any termination of this Agreement (however occasioned) shall not affect any accrued rights or liabilities of either party. Nor shall it affect the continuance in force of any provision of this Agreement that is expressly or by implication intended to continue in force after such termination.

6.3 Suspension.

The Client acknowledges and understands that the Client's abuse or misuse of the Service could adversely affect AMS IT Support Ltd. AMS IT Support Ltd 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 the Client, including, without limitation, any use that AMS IT Support Ltd determines, at its sole discretion, may adversely affect AMS IT Support Ltd. This does not remove the Client's obligation to meet the Client's Responsibilities as described hereunder.

6.4 Cancellation / Early Termination.

The Client's commitment to receive the Service begins on the Effective Date and is effective until the end Term of this Agreement.

If AMS IT Support Ltd terminates this Agreement due to the Client's non-payment or other default before the end of the Term, or if the Client cancels the Service prior to the end of the Term, then the Client shall pay AMS IT Support Ltd within 30 days, in addition to any other amounts owed this Agreement or by law, an early termination fee equal to the Total Monthly Fee multiplied by the number of months remaining in the Term. The Early Termination Fee is not a penalty, but rather a charge to compensate AMS IT Support Ltd for the Client's failure to satisfy the service commitment on which the Client's rate plan is based.

7. RESPONSIBILITIES

7.1 Client Responsibilities.

To pay invoiced Hardware Service Fees in accordance with AMS IT Support Ltd's standard terms and conditions.

Conduct its business with AMS IT Support Ltd, its employees, agents and subcontractors in a courteous and professional manner.

Take appropriate steps to maintain the physical environment and safeguard the Appliance.

Operate the Appliance in a prudent and proper manner and avoid any activity that knowingly could be prejudicial to its correct functioning.

Make training available to the Users and appropriate clear written instructions, or instructions as supplied, for the proper use and care of the Appliance.

Use only supplies or consumables recommended by AMS IT Support Ltd, manufacturer or service provider.

Promptly allow AMS IT Support Ltd to make alterations or modifications to the Appliance or services that are recommended by AMS IT Support Ltd, the manufacturer or relevant third party.

Not to access the configuration or make any alterations or modifications to the Appliance or services without the prior written consent of AMS IT Support Ltd through the Helpdesk system, such consent not to be unreasonably delayed or withheld.

To use the Service for any legal purpose and subject to the following. Client shall not use the Appliance or 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 phishing) 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).

AMS IT SUPPORT LTD will not be responsible for any delays, cost overruns, or liability resulting from the Client failing to meet such obligations or the obligations set forth below.

To facilitate prompt and efficient completion of the work, the Client and Client's personnel shall fully cooperate with AMS IT SUPPORT LTD and its personnel in all respects, including, without limitation, providing access to Client's facilities, systems, equipment on which the Appliance is to be installed, and access to all necessary information regarding Client's facilities and systems, as well as providing space for AMS IT Support Ltd's personnel to work at Client's facility.

If AMS IT Support Ltd determines that the Services require AMS IT Support Ltd to access Client's computer systems remotely, Client agrees that Client shall also provide AMS IT Support Ltd with all information reasonably requested by AMS IT Support Ltd for AMS IT Support Ltd to access Client's computer systems remotely.

The 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.

7.2 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 AMS IT Support Ltd for all damage, other than normal wear and tear, to Appliance.

7.3 Warranty.

The warranty is to cover equipment that has developed a fault. The warranty does not cover misuse, accidental damage or damage arising from insurable risks, including, but not limited to, flood, fire or theft.

Subject to the Client meeting its responsibilities and making such payments as are due, AMS IT Support Ltd warrants that during the Term, AMS IT Support Ltd will repair or replace a faulty Appliance without charge up to the number of times stated in the signed quote. Additionally, the Appliance may be covered by a manufacturer's warranty for subsequent repairs or replacements, which AMS IT Support Ltd will facilitate.