



**This Infrastructure as a Service by ALCiT Sub-Agreement (“Sub-Agreement”) is governed by the Master Service Agreement between ALCiT and CUSTOMER. This Sub-Agreement supersedes all prior discussions, communications, representations or agreements, including any digital, electronic or Internet-based agreements, between them, oral or written, between ALCiT and CUSTOMER concerning infrastructure as a service.**

This Sub-Agreement shall consist of these terms:

1. Infrastructure as a Service by ALCiT (IaaS by ALCiT) provides new or refurbished hardware that is covered by maintenance and warranty while active under this agreement. When sold as a Virtual Machine, this Schedule applies to the Virtual Machine itself and its underlying hardware and underlying software. Prices are set for the base hardware, options and includes basic initial configuration. Prices are per month and are due on the first of the month.
2. All devices must be enrolled at a minimum in the “IMaaS Protected by ALCiT” service (not included in the device Infrastructure as a Service by ALCiT pricing).
3. There is a 24-month minimum commitment per device.
4. If the commitment period for a device extends beyond the end of the Master Service Agreement, the months that are outside of the term would not be due if the devices are returned in Good Working Condition at the agreement’s end.
5. ALCiT retains the right to refuse to enroll a new device if there is less than twelve (12) months left on the current term.
6. Hardware and Software remains the property of ALCiT at all times.
7. Hardware and software must be returned in good working conditions at the end of the agreement.
8. All devices must be hosted in an environment that regulates the temperature and humidity within the manufacturers operating ranges (failure to do so may result in a device being replaced at CUSTOMER’s expense).
9. All devices must be powered through a functioning Uninterruptible Power Supply (UPS) that regulates power against spikes, brown out, outages and fluctuations (failure to do so may result in a device and/or its components being replaced at CUSTOMER’s expense).
10. All devices must be hosted in an environment that limits exposure to dust (failure to do so may result in cleaning fees being charged to CUSTOMER and/or devices being replaced at CUSTOMER’s expense).
11. Missing or damaged hardware will be invoiced at fair market value.
12. Price includes next business day response for hardware replacement.
13. Price only includes basic hardware troubleshooting to identify parts to be replaced.



14. Warranty and maintenance are valid for the duration of this agreement. ALCiT will solely be responsible to decide how the issue will be resolved. This may include changing or upgrading the whole unit.
15. No technician will be dispatched to replace Field Replaceable Units (FRU).
16. At its sole discretion and at its own cost, ALCiT may elect to upgrade the hardware for a more recent and/or more performant model.
17. At its sole discretion and at its own cost, ALCiT may elect to upgrade the software for a more recent version.
18. At its sole discretion, ALCiT will select hardware and software vendors.
19. At its sole discretion and at its own cost, ALCiT may elect to switch vendors.