



Terms & Conditions

1. **Provision of Service.** ICX is entering into an agreement with the customer ("Client") to provide Internet service(s) at applicable charges and terms specified in the service plan ("Service Order").
2. **Service Order.** The Service Order defines the level of service to be provided to Client under this Agreement, as well as the initial term of service, installation date, and service charges. Technical support is limited to issues affecting the quality of the Internet services to the service demarcation point. Additional IT support is available at an hourly rate of \$150 per hour and will be charged for advanced network technical support requested by Client for issues requiring support beyond the demarcation point.
3. **Ownership.** ICX owns all rights, title, and interest in and to the Service, the Network, and certain equipment provided by ICX installed at Client site. Client agrees to allow removal of ICX owned equipment within five (5) days of Service termination. All intellectual property owned by Client or its affiliates as of the date hereof or developed or acquired by Client or its affiliates hereafter, shall be and remain the property of such party.
4. **Client Requirements.** Client grants the right to ICX and its subcontractors to access its premises and the building for the installation, testing, removal, replacement, maintenance, repair and operation of ICX equipment and Service. Client must provide, at no cost to ICX, workspace and storage space at the building for the installation, testing, removal, replacement, maintenance, repair and operation of the ICX equipment and Service which must include, without limitation, space on the building and in electrical or telephone rooms for installation of the electronic equipment required to deliver Service. Client shall obtain appropriate authorization from the landlord as required. Client must have certain compatible hardware to access and use the Service and is solely responsible for obtaining and maintaining the computer equipment necessary to access and use the Service.
5. **Payment.** Client is responsible for all charges resulting from subscription of the Service and agrees to pay all applicable recurring charges, fees, installation charges, surcharges, applicable taxes and other invoiced amounts within thirty (30) days of receipt of any invoice.
6. **Privacy.** ICX will not disclose Client name, address, email address, telephone number, or any other personal information to any third party without Client prior consent. ICX may disclose such information to a governmental authority, or at the order of such authority to the extent required by law.
7. **Term and Termination.** The term of this Agreement shall become effective on the date Service first becomes available and shall remain in effect for the initial term period specified in the Service Order. Thereafter, this Agreement shall be automatically renewed (a) indefinitely for one (1) year terms unless either party gives the other at least thirty (30) days' notice that it is terminating this Agreement before the anniversary date of each renewal, or (b) a renewal period specified in the Service Order. In the event Client wishes to terminate the Agreement prior to the end of the Initial Term or the Renewal Term, Client will be liable for the balance of the remaining monthly payments in full. ICX reserves the right to (1) terminate the Agreement immediately due to the inability to continue to provide service, or (2) restrict, suspend, or terminate the Agreement, Client use of or access to the Service, or both at any time if, in ICX's reasonable judgment, an immediate restriction, suspension, or termination is necessary to protect the ICX. Either Party, upon providing a (30) day written notification, may terminate this Agreement for cause if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days from written notice. Client shall make all payments for Services provided up to the date of termination and allow ICX to remove any equipment installed in Client building or premises within sixty (60) days of termination.
8. **Relocation.** Should Client move offices during the initial or renewal term, ICX reserves the right to the relocate Internet service. If ICX cannot provide comparable service at the new location, upon written notification, Client may cancel with no penalty.
9. **Disclaimer of Warranties.** CLIENT EXPRESSLY AGREES THAT ICX IS PROVIDING THE SERVICE TO CLIENT "AS IS" WITHOUT ANY ADDITIONAL WARRANTY OF ANY KIND. CLIENT ASSUMES THE RISK OF ANY AND ALL LOSS FROM USE OF, OR INABILITY TO USE THE SERVICE. ICX EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICE AND ICX'S PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SUBJECT IN EVERY CASE TO THE STANDARDS AND OBLIGATIONS SET FORTH IN THE SLA, NEITHER ICX NOR ITS EMPLOYEES, OFFICERS, AFFILIATES, AGENTS, LICENSORS, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR THAT THE RESULTS WILL BE ERROR FREE.
10. **Limitation of Liability.** CLIENT AGREES TO USE ALL OF ICX'S SERVICES AT CLIENT'S OWN RISK, EXCEPT IN THE INSTANCE OF ICX'S RECKLESS, INTENTIONAL OR NEGLIGENT MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ICX BE LIABLE TO CLIENT, ANY REPRESENTATIVE OR THIRD PARTY, FOR, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO CLIENT BY ICX. WHETHER ARISING UNDER TORT, IMPLIED OR STATUTORY WARRANTIES, STRICT LIABILITY OR BREACH OF CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS ARE SEPARATELY OWNED AND NOT SUBJECT TO ICX'S CONTROL. CLIENT AGREES THAT ICX SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE. ICX SHALL HAVE NO LIABILITY HEREUNDER FOR DAMAGES INCURRED OR SUMS PAID DUE TO ANY FAULT OF CLIENT OR ANY THIRD PARTY, OR BY ANY HARMFUL COMPONENTS (SUCH AS COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, AND "DENIAL OF SERVICE" ATTACHMENTS) INTRODUCED DUE TO THE NEGLIGENCE OR INTENTIONAL ACT OF SUCH THIRD PARTIES. WITHOUT LIMITING THE FOREGOING, CLIENT AGREES THAT IT WILL NOT HOLD ICX RESPONSIBLE FOR (A) THIRD PARTY CLAIMS AGAINST CLIENT FOR DAMAGES, (B) LOSS OF OR DAMAGE TO CLIENT'S RECORDS OR DATA OR THOSE OF ANY THIRD PARTY, OR (C) LOSS OR DAMAGE TO CLIENT ASSOCIATED WITH THE INOPERABILITY OF CLIENTS' EQUIPMENT OR APPLICATIONS WITH ANY COMPONENT OF THE SERVICE OR THE ICX NETWORK.
11. **Indemnification.** ICX shall indemnify and defend Client against claims arising from the negligence, willful misconduct, or material breach of this Agreement by ICX, its employees, contractors, and agents.
12. **Entire Agreement.** With respect to the subject matter of this Agreement, this Agreement supersedes all previous contracts, agreements and understandings and constitute the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those expressly specified in this Agreement. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated in this Agreement by written amendment signed by both Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties have relied solely upon the representations and agreements contained in this Agreement and no others.
13. **Amendment.** This Agreement may not be amended except by an instrument in writing signed by both Parties.
14. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representatives, successors, and authorized assigns. Client may assign this Agreement to any affiliate of Client, or to any successor by merger (provided that any such affiliate has adequate resources to meet the obligations of Client hereunder, and that such assignment or merger is not intended to enable Client to avoid fulfilling its obligations hereunder. ICX may assign this Agreement without the prior consent of Client.
15. **Force Majeure.** Except as to payment obligations of Client, neither party shall be liable or deemed to be in default for any delay, failure of performance under this Agreement, or other interruption of service deemed to result, directly or indirectly, from Force Majeure (which shall include, without limitation, war, fire, earthquake, flood, hurricane, riots, acts of God, internet service provider failures or delays (other than ICX), denial of service attacks, or other similar causes, and excluding any event that affects only one party, an increase in prices, or a change of law) or any cause beyond the reasonable control of either party, unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.
16. **Acceptable Use Policy.** ICX may not be the source, intermediary, or destination address involved in the transmission of any hate email including, but is not limited to, use of the Service to invade the privacy of third parties, impersonation of ICX personnel or other parties or entities, transmitting abusive, profane, libelous, slanderous, threatening or otherwise harassing material. Client email account may not be referenced as originator, intermediary, or reply-to address of such hate email. ICX accepts no responsibility for viruses and therefore cannot prevent viruses that may be transmitted to Client via email, ftp, http or any other means of electronic transfer. It is Client responsibility to ensure Client has virus software and that it is updated regularly. The personal information Client provides to us in order to set up Client Service and e-mail account(s) is used by us solely to provide Client with access to the Service and to facilitate accurate account billing. ICX will provide written notice to Client not less than five (5) business days in advance of any required disclosure, to allow Client the opportunity to seek relief from or protection against such disclosure. ICX is only responsible to the present owner of the Internet Service allocated to the account on ICX servers. Client is solely responsible for the content of any information it makes available by means of the Service. Client agrees that if ICX, in its sole discretion, deems any content made available by Client to be unlawful, fraudulent, unacceptable, offensive, obscene or otherwise objectionable, ICX has the right, but not the obligation, to remove or deny access to such content. ICX has the right to take all reasonable actions to remove or restrict access to any such material, including restriction, suspension or termination of Client access privileges to the Service and/or deletion of the objectionable material. All services provided by ICX may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material we judge to be threatening or obscene, or material protected by trade secret and other statutes without proper authorization.

Notices:

Mail: 945 Sycamore Dr SE, Washington, DC 20032

Phone: (202) 925-8600

Email: info@ICXTeam.com