

# ICONICS GENESIS32 Hardware Key Agreement

ICONICS, INC., a Massachusetts Corporation with offices at 100 Foxborough Boulevard, Foxborough, MA 02035 (hereinafter referred to as "ICONICS") and:

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(Hereinafter referred to as "Company") agree to the following terms and conditions regarding the purchase of **ICONICS GENESIS32 Hardware Key** (hereinafter referred to as "**Hard Key**"):

(i) A copy of the **ICONICS GENESIS32 Hardware Key Agreement** must be signed by an authorized person of **Company** prior to the **Hard Key** being shipped. A copy of the signed **ICONICS GENESIS32 Hardware Key Agreement** will be sent with the order. (ii) If **Company** needs to upgrade their **Hard Key** to a higher functionality, the following will apply; (a) There will be a one time upgrade cost to update **Company's Hard Key**. The cost will be the price difference between the current system configuration and the new system configuration, plus a \$300 non-discountable administration fee (b) Immediate upgrades will require two (2) credit card charges applied to **Company's** valid credit card. One charge will be the cost of the new **Hard Key** being shipped and the second charge will be for the **Hard Key** being returned to **ICONICS**. The second charge will be reimbursed after the **Hard Key** is returned to and received by **ICONICS**. The **Hard Key** should be returned using a traceable courier. (c) Standard upgrades will require a temporary Software Key sent to **Company** until **ICONICS** receives back the **Hard Key** being upgraded. After the **Hard Key** is returned to **ICONICS**, the new **Hard Key** will be shipped to **Company**. (iii) If the **Hard Key** is damaged, the following will apply; (a) If **Company** has a valid Maintenance Plan with **ICONICS**, **Company** will receive a new **Hard Key** free of charge upon **ICONICS** receiving the damaged **Hard Key** back first. (b) If **Company** does not have a valid Maintenance Plan with **ICONICS**, **Company** will pay **ICONICS** \$500, which is non-discountable, with a valid credit card. **ICONICS** will then ship the replacement **Hard Key** upon receiving the damaged **Hard Key** back first. (3) Immediate replacements will require two (2) credit card charges applied to **Company's** valid credit card. One charge will be the cost of the new **Hard Key** being shipped and the second charge will be for the **Hard Key** being returned to **ICONICS**. The second charge will be reimbursed after the **Hard Key** is returned to and received by **ICONICS**. The **Hard Key** should be returned using a traceable courier. (iv) If **Company** needs to add functionality to their existing **Hard Key**, the following will apply; (a) The **Hard Key** must be returned to **ICONICS** to add the functionality that **Company** has ordered. (b) **ICONICS** will then ship the **Hard Key** back to **Company** as soon as the **Hard Key** has the added functionality. (v) If the **Hard Key** is lost or stolen, the following will apply; (a) The **Hard Key** will not be replaced. (b) **Company** will need to purchase a new system at regular price to receive a replacement **Hard Key**. (vi) If **Company** would like to exchange a Soft Key for a Hard Key, the following will apply; (a) **Company** will provide kill.txt file, **ICONICS** will issue a 30 day temporary license, and **ICONICS** will send the **Hard Key** after the Kill Confirmation Code has been sent to **ICONICS** and verified. (b) Immediate replacements will require two (2) credit card charges applied to **Company's** valid credit card. One charge will be for the purchase of the **Hard Key** plus a \$300 non-discountable administration fee and the second charge will be for the existing Soft Key system. The second charge will be reimbursed after **Company** has sent the existing Soft Key system's Kill Confirmation Code to **ICONICS** and it has been verified.

This Agreement is to be governed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
E-MAIL