
Recommended Elements to Include in a Hardware as a Service Agreement

1. HaaS Agreement Number.

You should have a unique HaaS Agreement number. You will probably have separate finance deals for each HaaS deal, so this is a tool to help organize things. You might have multiple Equipment Schedules for each HaaS deal, so each of those Equipment Schedules will reference this unique number.

2. Who's who.

Standard stuff. The parties to this deal are your company and their company.

3. Term

- a) Term is 36 months from installation of equipment. See Equipment Schedule
- b) Automatic renewal for three months after the initial 36.
- c) Six months minimum before buyout allowed.
- d) Buyout price is based on 110% of the original equipment value minus 2% of that value for each payment made.
- e) Upon buyout, agents will be removed. Labor not included.

4. Monthly Payment

- a) Monthly fee as specified in Payment Schedule(s).
- b) Setup fee equivalent to one one's payment of the Hardware as a Service Agreement.
- c) Interest on past due balances will be

5. Installation And Use Of Equipment.

- a) Client will provide adequate facilities and electricity.
- b) Client will maintain possession of equipment.
- c) All alterations to Equipment shall be performed by Consultant. May be as an amendment to Equipment and Payment schedules, or paid for outright. If paid for outright, alternations become the property of Consultant, unless removed by client.

6. Maintenance And Repairs

- a) The monthly service payment includes all costs for hardware, software, operating systems, and all labor needed to maintain all hardware, software, operating systems on the Equipment Schedule(s).
- b) All Equipment must be used by Client for the purpose for which it was intended.
- c) No critical business data may be stored on any laptop computers or desktop computers. Consultant must be free to make any changes needed on these machines, including formatting the hard drive.
- d) Consultant shall determine when software updates are appropriate
- e) If Client performs or allows anyone other than Consultant to perform any maintenance on any of The Equipment, Consultant is not responsible for the

consequences of such actions and Client may be charged for all labor related to the consequences of such actions.

7. Covered Labor and Excluded Labor

- a) All covered labor must be within the hours 8:00 AM to 5:00 PM.
- b) All other hours billed at standard hourly rates.
- c) Projects are billed at standard rates.
- d) Equipment service or repair made necessary by improper use of the equipment will be repaired at the client's expense.

8. System Backups

Backups are required. Client is responsible for carrying them out.

9. Guaranteed Response Time

We guarantees that any request for service will be acknowledged within three business hours.

10. Ownership And Inspection

- a) The Equipment shall at all times remain the property of the Consultant.
- b) It is the intention and understanding of both Consultant and Client that the Equipment shall be and at all times remain separately identifiable personal property.
- c) Client shall keep the Equipment free and clear of all liens and encumbrances.
- d) Consultant or its agents shall have free access to the Equipment at all reasonable times for the purpose of inspection and for any other purpose contemplated in This Agreement.
- e) Client shall immediately notify Consultant of all details concerning any damage or loss arising out of the improper manufacture, functioning or operation of the Equipment.

11. Warranties.

None. Zero. Zip. Nada. Not gonna do it. Not responsible for anything. Blah blah blah.

12. Security Interest.

- a) Consultant may sell this agreement. You still need to make the payments.
- b) Client states that the client has full power and authority to enter into This Agreement.

13. Risk Of Loss On Client

Client must obtain and maintain property damage insurance, liability insurance, and insurance against loss or damage to the Equipment. Client shall furnish proof of this insurance to Consultant.

14. Remedies.

Client shall be in default if:

- a) Client fails to pay any installment of Monthly Payment.
- b) Client attempts to sell, trade, etc. the Equipment.
- c) Client fails to observe any of the other obligations under this agreement.
- d) Client ceases doing business.

If the Client is in default of this agreement, Consultant may take a variety of actions, including terminating the agreement, recovering the equipment, harangue the client in public, etc.

15. Confidential Information

Insert your favorite mutual non-disclosure agreement here.

16. General

- a) This Agreement constitutes the entire Agreement . . . blah blah blah.
- b) Notices to Consultant should be sent to:
 - Consultant
 - Address
 - Etc.
- c) Notices to Client should be sent to:
 - Consultant
 - Address
 - Etc.

17. Disputes

Any disputes that arise between the parties will be submitted to binding arbitration by the American Arbitration Association. See your favorite binding arbitration clause.

18. Signatures

Be sure to execute with your proper title so as to protect your corporate veil.