



Dealer to Customer Services Agreement
CONNECTED DEVICE MAINTENANCE CONTRACT

THIS CONNECTED DEVICE MAINTENANCE CONTRACT (“Agreement”) is between Inspiria, Inc., dba AudioVisions, (“Dealer”) and _____ (“Customer”). The Agreement is made with reference to the facts below.

- A. Customer has purchased certain integrated products from Dealer, which may include audio, video, computer network systems, and lighting, among other things (collectively, “Devices”);
- B. Customer wishes Dealer to provide remote monitoring and management of the Devices (collectively, “Services”) in accordance with the terms and conditions of this Agreement for the residence at (address)_____.

NOW, THEREFORE, the parties agree as follows.

- 1. *Effective Date.* The effective date of this Agreement shall be the date after which all of the following have occurred: Dealer executes this Agreement after first being executed by Customer, the Customer Devices have been setup and configured (commissioned), and the first payment made.
- 2. *Network Monitoring Services.* Customer subscribes for the following monthly services:
_____ Enhanced - \$29.99 per month
_____ Essential - \$49.99 per month
_____ Premium - \$99.99 per month
All fees are due and payable within 10 days of the billing date. Rates are subject to change.
- 3. *Term and Termination.* The term of this Agreement shall be for a period of 1 month from the Effective Date and automatically renew on a month-to-month basis thereafter unless terminated by either Party. Either Party may terminate the Agreement at any time upon thirty (30) days written notice. Failure to make payment will terminate the agreement.
- 4. *Payment.* The Customer will pay on a monthly basis by credit card at the current rates. When paying by credit card, the Dealer will not have the credit card number. An invoice will be sent via email and the Customer will enter the credit card into a third-party system that will charge the card automatically every month.
- 5. *NO WARRANTIES OR REPRESENTATIONS.* Dealer does not represent or warrant that the monitoring and maintenance services will prevent any loss, damage or injury to persons or property. Customer acknowledges and agrees that Dealer is not an insurer and this is not an insurance contract. All Devices purchased by Customer are covered by the Device warranty provided by the Dealer to the Customer in writing. Dealer hereby disclaims any warranty of merchantability or fitness for a particular purpose. _____

Commented [JW1]: Covered at para. 6

6. *Transfer.* Dealer may transfer or assign this Agreement or engage in the use of subcontractors to provide the Services. Customer shall not assign this Agreement without the written consent of Dealer.
7. *Privacy.* In order to provide the Services, Dealer may collect information about you and your Devices. This information may include the model and serial numbers of the Devices, the names of the rooms where you have connected Devices, your zip code and time zone, and other information about the Devices and your configuration. By entering into this Agreement and utilizing the Devices, you are consenting to sharing this information with the Dealer. Dealer may share this personal information with third-parties for the sole purpose of providing Services.
8. *Entire Agreement.* This Agreement, together with all attachments and incorporated references, contains the entire agreement between the parties with regard to the matters addressed in this Agreement and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, authorized successors and permitted assigns of each. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or any nature concerning the subject matter hereof not set forth or provided for herein. This Agreement may not be altered, amended, modified or otherwise changed in any respect except by an instrument in writing duly executed by authorized representatives of each of the parties.
9. *Dispute Resolution.* Any unresolved dispute related to this Agreement will be submitted to binding arbitration in Orange County, California.

The parties signify their assent by signing below on the dates indicated.

Inspiria, Inc., dba AudioVisions

By: _____

Date: _____

CUSTOMER

By: _____

Date: _____

Name: _____

Email: _____