



From Conception to Execution, Faster

SERVICE AGREEMENT

The following are the terms and conditions under which IACAI LLC, (“IAutomate Consulting”), an Arizona limited liability company, offers to perform Repair Services for its customers. A “Customer” is an entity that has purchased or is purchasing a product from IAutomate Consulting. The particular product (the “Product”) to which these Terms and Conditions relate is described on the accompanying Exhibit A. IAutomate Consulting provides no warranty itself to Customer in connection with the Product, but the Product or certain of its component parts are the subject of one or more original equipment manufacturer warranties (“OEM Warranty”) which are passed through to Customer. The OEM Warranty provides for the replacement of the Product or component parts of the Product, but it does not cover labor relating to such replacement or repair. IAutomate Consulting and Customer are referred to from time to time in these Terms and Conditions individually as a “Party” or collectively as the “Parties.”

1. Repair Services During the Term of this Service Agreement, IAutomate Consulting will provide the following Repair Services to or for the benefit of Customer in accordance with the terms and conditions of the Service Agreement:

A. Diagnostic Services In conjunction with the provider of the OEM Warranty, IAutomate Consulting will assist in diagnosing the cause of faults, failures, or lack of performance of the Product and evaluating the recommended remedy or repair.

B. Interface with OEM Warranty Provider IAutomate Consulting will act as the interface between Customer and the provider of the OEM Warranty. IAutomate Consulting will notify the provider of the OEM Warranty on behalf of Customer of any claims pursuant to the OEM Warranty relating to the Product. IAutomate Consulting will attend to the shipment and receipt of any parts that require repair or replacement in accordance with the terms of the OEM Warranty.

C. Labor Relating to Repair IAutomate Consulting will provide all labor attendant to the repair of the Product or a component part of the Product covered by the OEM Warranty, including testing and analysis to determine the nature of a Product failure or lack of performance, disassembly of the Product, if required, for purposes of diagnosis or removal of a defective part, removal or repair of any defective part, installation of any replacement parts, reassembly of the Product, and testing of the Product following repair.

2. Services Only This Service Agreement pertains to services only. IAutomate Consulting will not provide, and is not obligated to provide, any parts, components, or replacements pursuant to the terms of this Service Agreement. The provision of any parts, components, or replacements is the sole obligation of the provider of the OEM Warranty.

IACAI LLC DBA iAutomateConsulting

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3. OEM Warranty This Service Agreement is only for Repair Services performed in connection with an OEM Warranty. Customer must have an effective OEM Warranty in place in order for the Repair Services to be provided.

4. Price iAutomate Consulting will provide the Repair Services during the Term of this Service Agreement for a fixed fee as set forth on Exhibit A. That fee must be paid in full before the commencement of the Term. Customer is not responsible for any cost incurred by iAutomate Consulting in the course of performing the Repair Services, unless Customer has agreed in writing to reimburse iAutomate Consulting for such out-of-pocket cost. iAutomate Consulting may receive payment from the provider of the OEM Warranty for some or all Repair Services, and in that event, such payment shall be the sole property of iAutomate Consulting and shall not be credited against or otherwise reduce the fee.

5. Term The Term of this Service Agreement is one (1) year commencing on the latter of (a) the date this Service Agreement is signed by Customer and returned to iAutomate Consulting and (b) the fee is paid in full by Customer, subject to early termination upon expiration or invalidation of the OEM Warranty. The Term may be extended for subsequent periods of one (1) year each upon notice to iAutomate Consulting and payment of the fee; provided, however, in no event will the Term extend beyond the effective date of the OEM Warranty. Upon termination of the OEM Warranty, the Term will likewise terminate. Customer will be responsible for any extension of the OEM Warranty. If iAutomate Consulting is notified of a problem or issue requiring Repair Services before the end of the then effective Term, then iAutomate Consulting will complete the Repair Services after the end of the then effective Term, provided that the OEM Warranty remains in effect.

6. Obtaining Repair Services Repair Services may be obtained by contacting iAutomate Consulting at any time during the Term of the Service Agreement. No particular form of notice to iAutomate Consulting is required. A representative of iAutomate Consulting will respond to a request for Repair Services in a reasonably prompt manner, but iAutomate Consulting does not guarantee any specific response time. If Repair Services are to be performed at Customer's place of business, then iAutomate Consulting and Customer will coordinate a date and time for such on-site Repair Services, and Customer will provide access to the Product and a safe work environment in which to conduct the Repair Services.

7. Standard of Performance iAutomate Consulting will provide the Repair Services in a professional and workmanlike manner in accordance with industry standards. The Repair Services are to be provided in conjunction with the OEM Warranty. iAutomate Consulting provides no warranty in connection with the Product or any replacement components or parts, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IAUTOMATE CONSULTING EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE REPAIR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY

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OR OTHERWISE. Customer acknowledges that the provision of Repair Services is dependent upon compliance by the provider of the OEM Warranty with the terms of its warranty. Customer waives and releases iAutomate Consulting from any claims relating to delay in the provision of the Repair Services as well as any claims for consequential damages.

8. Relationship Between the Parties iAutomate Consulting will perform the Repair Services as an independent contractor to Customer. The Parties do not intend to create any agency, partnership, or joint venture relationship between themselves as a result of this Service Agreement. iAutomate Consulting is authorized to communicate with the provider of the OEM Warranty on behalf of Customer during the course of providing the Repair Services, but iAutomate Consulting is not authorized to compromise, reduce, or terminate the terms of the OEM Warranty on behalf of Customer without Customer's express consent. Customer acknowledges that iAutomate Consulting may engage third party independent contractors to perform a portion of the Repair Services, but iAutomate Consulting will be responsible for the performance of any such independent contractors.

9. Termination Either Party may terminate this Service Agreement for (a) a material breach of this Service Agreement by the other Party which is not cured within thirty (30) days after receipt by such Party of written notice describing the breach; (b) if the other Party becomes insolvent or files or has filed against it a petition in bankruptcy, to the extent permitted by law, or (c) upon mutual agreement. Additionally, iAutomate Consulting may terminate this Service Agreement immediately upon termination or invalidation of all OEM Warranties applicable to the Product.

10. Captions Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not limit or alter any provision of this Agreement or be relevant in construing this Agreement.

11. Integration Clause; Oral Modification This Agreement, together with the Exhibits attached hereto represents the entire agreement of the Parties with respect to the subject matter of this Agreement. All prior agreements concerning the same subject matter and any prior representations, warranties, or oral agreements that may have been made by any of the Parties are revoked and superseded by this Agreement except to the extent that they are expressly set forth in this Agreement or in other contemporaneous written agreements. This Agreement may not be changed, modified, or rescinded except in writing, signed by all the Parties, and any attempt at oral modification of this Agreement shall be void and of no effect.

13. Governing Law This Agreement is entered into and shall be interpreted under the laws of the State of Arizona. In the event that a lawsuit should be necessary or desirable to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement, such lawsuit may be brought in Superior Court, Pinal County, Arizona, and for this purpose each Party hereby expressly and irrevocably consents to the jurisdiction of said court.

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14. Attorney's Fees In the event that suit is brought, or an attorney is retained by any Party to this Agreement to enforce the terms of this Agreement or to collect any money due under this Agreement or to collect money damages for breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation, and other related expenses incurred in connection with bringing such action.

- Company Name:
- Authorized Signatory Name & Title:
- Signature: _____
- Date:

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