



ServicePaq Agreement

1. TERMS OF AGREEMENT

This Agreement shall commence on receipt of first payment. The term shall be indefinite but shall be terminated by either party upon thirty- (30) day's prior written notice. If AVARTECH terminates agreement customer shall be refunded any unused prepaid funds.

2. RESPONSIBILITIES OF AVARTECH IT SERVICES.

AVARTECH shall, for the total charges set forth on Page 1 hereof, provide services to Master Client and Master Clients customers or remote offices designated on Page 1. AVARTECH will furnish on-call labor service during the contracted period of coverage for the term of this Agreement. AVARTECH reserves the right to refuse service for any customer who is located so remote as to render economical and timely delivery of service impractical.

3. RESPONSIBILITIES OF THE MASTER CLIENT

The Customer shall provide, free of charge and with ready access, working space, heat, light, ventilation, electric power outlets, and telephone access for the use of AVARTECH service personnel.

The Customer shall provide applicable media for the service and testing of covered equipment such as, but not limited to, all operating system media, all software that comes with the system when new, Monitor, Keyboards, Print Cartridges, etc. The Customer shall notify AVARTECH immediately upon equipment failure and shall allow AVARTECH full and free access to the equipment subject to the Customer's industrial security rules. Should Customer deny an AVARTECH service technician access to the equipment after agreeing to a service appointment, AVARTECH will bill and Customer agrees to pay at billable rates for any waiting or lost time and travel expense

4. SERVICE CHARGES

A. If the Customer Requests service to be performed outside the Type of Coverage, the service will be furnished on a best-effort basis and at AVARTECH's current hourly published rates. Time will be computed to the nearest one-half (1/2) hour. There shall be a minimum charge per call of three (3) hours portal to portal, providing such service is not contiguous to the Type of Coverage.

B. Prices and response times for Services is based upon Master Client contracting for services for End User Customer locations within 30 mile of major metropolitan cities. Pricing for End User Customers will be the same except for the following: 1. Each time a technician is dispatched a trip charge will be charged to Master Client at an hourly rate based on 50% of their flat rate in 30 minute increments when the service location is beyond 30 miles from the closest major metro city. 3. Response time will change to Next Business Day. Major metropolitan cities are listed on AVARTECH's web page at <http://www.Avartech.com/computer-repair-nationwide-service-area.html> Mileage is based on the map webpage at <http://maps.yahoo.com/>

C. The labor rates shall be fixed for the initial twelve (12) months of this Agreement; thereafter, Avartech may increase the rates by providing written notice at least thirty- (30) days prior to the date the increase shall become effective.

D. If our field technician is required to pay \$10 or more in one day for parking and tolls to provide the customer the agreed upon service the customer agrees to reimburse us for the full amount paid by our field technician including a \$5 processing fee. The customer will be emailed an invoice which the customer will pay within 3 working days online through our ACH system.

5. TAXES The Customer shall pay (or reimburse) AVARTECH, in addition to the charges arising under this Agreement, and as a separate item, all taxes (exclusive of taxes based on net income), however designated, based on or measured by the charges set forth in this Agreement, now or hereafter imposed during the period of this Agreement under the authority of a Federal, State or local taxing jurisdiction.

6. INVOICES AND PAYMENTS

Charges will be invoiced in advance and are due and payable thru the AVARTECH ACH system prior to coverage period. Invoices not paid prior to service coverage will be charged a 15% uplift and a \$25.00 service charge on each invoice. We charge a \$30 late fee and 2% interest on each invoice monthly on all past due invoices. In the event of non-payment of invoices, AVARTECH reserves the right to suspend or terminate service until such time as the invoices are paid in full.

7. LIMITATIONS OF LIABILITY AND DISCLAIMER

In no event shall AVARTECH be liable for any loss or damage resulting from any delay in furnishing or failure to furnish services hereunder, if such delay or failure arises from any causes beyond AVARTECH's reasonable control including, without limiting the generality of the foregoing, acts of God, unanticipated natural phenomenon, fire, strikes, war, weather, wrecks or delays in transportation, priorities or preferences given for U.S. Government procurement and inability to obtain labor or materials. Nor shall AVARTECH be liable for damages from any cause whatsoever arising from the services performed hereunder, except for losses resulting from bodily injury and/or damage to tangible property due to the sole negligence of AVARTECH. AVARTECH specifically disclaims any responsibility for lost data or programs due to the performance of the service or any other cause. Customer agrees that it is Customer's responsibility to provide for backup. All expenses for reconstruction of data or programs shall be the responsibility of the Customer. Service provided under this Agreement does not guarantee uninterrupted operation of the equipment. AVARTECH will in no event be liable for lost profits or other consequential damages even if any other party has advised AVARTECH of the possibility of such damages or for any claim against the Customer.

AVARTECH's liability to the Customer for damages, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the lesser of \$10,000 or three (3) months labor charges as specified under this Agreement.

8. WARRANTY

AVARTECH warrants that the services performed hereunder will be performed in a workmanlike manner

in accordance with reasonable commercial standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY-DISCLAIMED.

Services performed by AVARTECH that are determined by Master Client to not conform with the services specified by this agreement, and which after investigation by AVARTECH are acknowledged in writing to be non-conforming, shall be corrected without charge to Master Client

Master Client is required to provide AVARTECH with Notice in the form of a written request with documentation of the problem, within thirty- (30) days of receipt of the services. In no case will AVARTECH be liable for costs of data restoration or reprocessing, as a result of Master Client or customers use of computer hardware or computer software serviced by AVARTECH.

9. TERMINATION

This Agreement shall remain in force until terminated by client upon receipt of thirty- (30) day's prior written notice by either party. The Customer's obligation to pay all service and other charges that shall have accrued shall survive any termination of this Agreement. If customer terminates agreement any prepaid funds received by AVARTECH are not refundable.

If the Customer petitions for reorganization under the Bankruptcy Act or is adjudicated a bankrupt, or if a receiver is appointed for the Customer's business or if the Customer makes an assignment for the benefit of creditors, or the Customer defaults in payment of any sum due AVARTECH, or otherwise fails to fulfill its obligations hereunder or under any other agreement with AVARTECH, then AVARTECH shall, without further notice, have the immediate right to terminate this Agreement. AVARTECH termination shall be without prejudice to any other remedies AVARTECH may have.

10. EXCLUSIONS FROM AVARTECH SERVICES

AVARTECH service provided hereunder do not include:

A. Electrical work external to the equipment;

B. Repair of damage resulting from accident, acts of nature, transportation, neglect or misuse; operation of the equipment outside the manufacturer's environmental specifications; failure of electrical power, air conditioning or humidity control or causes other than ordinary use;

C. Such services which is impractical for AVARTECH to render because of alterations to the equipment or their connection by mechanical or electrical means to other devices; or alterations to operating systems;

11. ASSIGNMENT

Either party shall have the right to assign its rights or obligations under this Agreement with written consent of the other party provided, however, that a successor in interest by merger, operation of law, purchase or otherwise of the entire business of either party shall acquire all interest of such party hereunder, and provided that AVARTECH shall be entitled to assign all or part of the payments due under this Agreement. Any prohibited assignment shall be null and void.

12. GENERAL PROVISIONS

AVARTECH Reserves the right, at its sole discretion, to subcontract the responsibilities herein above defined in Paragraph 2 to a subcontractor. This Agreement shall be governed by the Laws of the State of California and there are no understandings, agreements or representations, express or implied, not specified herein. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Customer. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written amendment by the parties hereto. Customer agrees that any lawsuit arising out of this Agreement shall be venue in Contra Costa County, California. Lawsuit claims in the amount of \$3000 or more arising out of this Agreement shall be submitted to final and binding arbitration in Contra Costa County, California under the commercial Arbitration Rules of the American Arbitration Association then in effect, upon notification and demand of either party. The American Arbitration Association shall be requested to submit a list of prospective arbitrators consisting of persons experienced in matters involving computers or data processing electronic hardware. The provisions of California Code of Civil Procedures Section 1283.05 are incorporated herein and shall be applicable to said arbitration. Any award may be entered as judgment in any court of competent jurisdiction. Should judicial proceedings be commenced to enforce or carry out this provision or any award, the prevailing party shall be entitled to reasonable attorney's fees and court costs in addition to relief.

It shall be understood that all members of AVARTECH's staff work under a contractual employment agreement, which prohibits members of AVARTECH's staff from independently doing business with or working for Customers for a period of one year after leaving Avartech IT Services employ. The Customer agrees not to do business with or employ directly or indirectly with AVARTECH employees, subcontractors or subcontractor employees for a period of one year from termination date.

Any notice or other communication given hereunder shall be in writing and mailed via US mail or sent via email message but requires a return email confirmation by the other.: if to AVARTECH, to the address shown on Page 1 or email address billing1@avartech.com hereof; and if to Customer, as addressed or email address on Page 1. The AVARTECH reserves the right to change these terms and conditions at any time with notice. In the event that any changes are made, the revised terms and conditions shall be posted on [Avartech.com](http://www.Avartech.com) website immediately. Please check the latest information posted herein to inform yourself of any changes.

Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.