



# Smart Subscription Agreement

Customer ID: \_\_\_\_\_  
(For office use only)

Rev. 191122

This Smart Subscription Agreement along with the attached Purchase Order Form(s), the Quote(s), any appendices, and the **Smart Subscription Agreement Terms and Conditions** which is incorporated by reference, are the agreement (the "Agreement") and the Agreement is made as of the date hereinafter set forth between i3 America (Nevada) Inc. ("i3"), located at 4001 Cobb International Boulevard, Kennesaw, Georgia, 30152, the dealer (the "Dealer") identified at the signing page, and the undersigned customer of the Dealer (the "Subscriber"). The Subscriber, Dealer, and i3 acknowledge that this Agreement is subject to i3's Smart Subscription Agreement Terms and Conditions, and i3's policies which are set forth at the following link [here](#). Any terms capitalized but not otherwise defined herein shall have their respective meanings set forth in the Definitions section of the Smart Subscription Agreement Terms and Conditions.

## 1. Term and Termination

The duration of the Agreement is set out in the Purchase Order Form(s) and Smart Subscription Agreement Terms and Conditions. In the event that the Subscriber has not provided 60 days' written notice to i3 before the end of the Term of its intention to forego renewing the Agreement, the Agreement shall automatically renew thereafter and restart under the same terms and conditions, for unlimited consecutive one-month terms, after which i3 and/or the Subscriber will provide 60 days' written notice if and when it intends to end the Term of the Agreement. If the Subscriber and i3 execute a new agreement, i3 may change or replace the Subscriber's Equipment, if required.

If termination of the Agreement, in whole or in part, occurs during or after installation of the Equipment and/or Software, the Subscriber is required to pay i3 \$1500.00, such amount representing administration and cancellation processing fees. Installation of the Equipment and/or Software is deemed to have commenced upon an i3 representative or agent arriving at the Subscriber's installation site on the date of installation.

In addition to the administration and cancellation processing fee, upon termination of the Agreement, in whole or in part, the Subscriber will notify i3 and shall promptly deliver all applicable Equipment to i3 at i3's address set forth in the Agreement. The Subscriber shall be liable to i3 for the fair market value of the Equipment, unless the Subscriber returns the Equipment to i3 within fifteen (15) business days after termination of the Agreement, in good working order.

## 2. Charges and Payment of Fees

The Subscriber shall pay to i3 any hardware deposit(s), as outlined in the Purchase Order Form(s) at the inception of this Agreement. Upon termination of this agreement in whole or in part, and upon i3 receiving the Equipment from the Subscriber, the deposit(s) may be refunded to the Subscriber, excluding any monetary inflation or interest, under i3's sole discretion. The Subscriber shall pay all fees or charges to i3 in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable as set forth in the Purchase Order Form(s) and any appendices. The Subscriber agrees to provide i3 with complete and accurate billing and contact information.

## 3. Entire Agreement

The Subscriber acknowledges that they have read and reviewed the Smart Subscription Agreement Terms and Conditions. This Agreement and by reference the Smart Subscription Agreement Terms and Conditions and the Purchase Order Form(s), contain the entire agreement between i3 and the Subscriber and supersede all previous agreements. In the event there are any inconsistencies between this Smart Subscription Agreement and the Smart Subscription Agreement Terms and Conditions and/or the Purchase Order Form(s), the Smart Subscription Agreement Terms and Conditions shall govern.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by PDF or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by signing officers with binding authority.

<u>Dealer</u>	<u>Subscriber</u>
Company Name _____	Company Name _____
Company Address _____ _____	Company Address _____ _____
Authorizing Representative _____	Authorizing Representative _____
Title/Position _____	Title/Position _____
Signature _____	Signature _____

**i3 America (Nevada) Inc.**

Authorizing Representative \_\_\_\_\_ Title/Position \_\_\_\_\_ Signature \_\_\_\_\_