**MAINTENANCE AGREEMENT**

Related PO / Acquisition Agreement # \_\_\_\_\_\_\_\_



**Authorized Dealer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“DEALER”)** Order Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Customer (“you”): | | Customer Account: | | | Equipment Location: | | Customer Account: | | |
| Purchasing Entity: | | | | | Purchasing Entity: | | | | |
| Address: | | | | | Address: | | | | |
| City: | | | County: | | City: | | | County: | |
| State: | Zip: | | | Phone #: | State: | Zip: | | | Phone #: |
| Contact: | | | | Fax #: | Contact: | | | | Fax #: |
| Email: | | | | | For each unit of Equipment listed, you shall indicate specific contact and location (if different than above) in the table below or in any Addendum to this Agreement. | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Maintenance Billing Entity** | | **PO Required** | **Meter Read Collection Options** | |
| **Base Charge**:  Dealer  Canon Financial Services, Inc. (“CFS”) | | Yes  No  PO# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Remote Reporting Software unless noted in table below\* | |
| **Per Image Charge:**  Dealer  Canon Financial Services, Inc. (“CFS”) | |
| **Base Charge Billing Cycle** | **Initial Term** | **Coverage Plan** | | |
| Monthly Quarterly Other \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_ Months  (min. 12) | If adding the Equipment below to existing  Per Unit  Fleet  Aggregate an Aggregate, provide either a contract #  or serial # under Aggregate.\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| **Excess Per Image\* Charge Billing Cycle** | **Price Plan** | **Consumables Inclusive** | | **Toner Fulfillment Method** |
| Monthly Quarterly Other \_\_\_\_\_\_\_\_\_\_\_ | Fixed | Toner  Other\_\_\_\_\_\_\_\_\_\_\_ | | Customer order unless noted for Equipment below\*\* |

Subject to the terms and conditions of this Agreement, Dealer agrees to service the Equipment listed below or in any Addendum(s) to this Agreement at the charges stated herein or therein. For newly installed Equipment, the Start Date is provided in Paragraph 1 of the Additional Terms and Conditions. The Start Date for previously in place Equipment is \_\_\_\_/\_\_\_\_/\_\_\_.

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Model | Serial # | Start Meter  **B & W Color** | | Covered Images per unit or Fleet included in Base Charge  All aggregate images should be listed per unit.    **B & W Color Long Sheet** | | | | | Per Image Charge in excess of Covered Images    **B & W Color Long Sheet** | | | | | Base Charge  per unit or Fleet | Alt  Meter Method\* | |
|  |  |  |  |  | |  |  | |  | |  | |  |  |  | |
| Contact: | | | | | Phone #: | | | Fax #: | | | | Email: | | | | |
| Location: | | | | | | | | | | Auto Toner Fulfillment:  \*\*(Requires Remote Software) | | | | | | |
|  |  |  |  |  | |  |  | |  | |  | |  |  |  | |
| Contact: | | | | | Phone #: | | | Fax #: | | | | Email: | | | | |
| Location: | | | | | | | | | | Auto Toner Fulfillment:  \*\*(Requires Remote Software) | | | | | | |
|  |  |  |  |  | |  |  | |  | |  | |  |  |  | |
| Contact: | | | | | Phone #: | | | Fax #: | | | | Email: | | | | |
| Location: | | | | | | | | | | Auto Toner Fulfillment:  \*\*(Requires Remote Software) | | | | | | |
|  |  |  |  |  | |  |  | |  | |  | |  |  |  | |
| Contact: | | | | | Phone #: | | | Fax #: | | | | Email: | | | | |
| Location: | | | | | | | | | | Auto Toner Fulfillment:  \*\*(Requires Remote Software) | | | | | | |
|  | | | | | | | | Subtotal from Supplemental Addendum | | | | | |  | |
| **COMMENTS:** | | | | | | | | | | | | | Subtotal |  | |
| Tax |  | |
| Total |  | |

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE MAINTENANCE SERVICES SPECIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Customer’s Authorized Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDITIONAL TERMS AND CONDITIONS

#\_\_\_\_\_\_\_\_\_\_\_

1. MAINTENANCE / TERM / CHARGES. DEALER will keep the Equipment in good working order subject to the terms of this Agreement. Maintenance shall include emergency break fix service, routine preventative maintenance, including inspection, adjustment, parts replacement, drums, and cleaning material required for proper Equipment operation. Maintenance shall start on the date (the “Start Date”) of installation for newly installed Equipment (inclusive of standard embedded Firmware). Unless otherwise set forth on the Face Page, Service Charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance Base Charge(s) and Per Image Charge(s) as listed on the Face Page (collectively "Service Charges") are billed for full calendar month periods, with Maintenance Base Charge(s) billed in advance and Per Image Charge(s) billed in arrears. Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. If Aggregate plan is indicated on the Face Page, the Maintenance Base Charge and the Covered Images listed on the Face Page apply to all of the Equipment listed, unless otherwise indicated. When Fleet Plan is indicated on the Face Page, the Maintenance Base Charge and the Covered Images listed Face Page apply to all of the Equipment ordered schedule and other orders referencing Fleet plan for the Equipment. If the Listed Items on the Face Page are added to an existing Fleet Coverage Plan under a previous transaction or contract between you and DEALER, (i) the fleet shall include the equipment listed under the previous order or contract, and all other order schedules or contracts for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous orders or contracts. If the Listed Items on an order are added to an existing Aggregate Coverage Plan under a previous order or contract between you and DEALER, the Covered Images shall apply to all of the Equipment on the Face Page, unless otherwise indicated, plus the listed items under previous order(s) or contract(s), and all other orders or contracts for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. If the Per Unit is indicated in the Equipment Maintenance Information Section on an order, the Maintenance Base Charge and the Covered Images listed in each Section of the Face Page shall apply on a per unit basis for the Equipment listed in that Section. Unless otherwise indicated on the Face Page, you authorize DEALER to use networked features of the Equipment and remote reporting software (“Remote Software”) to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement.
2. Hours of Operation and Access to Equipment. Maintenance shall be performed during DEALER’s local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, excluding DEALER holidays). For all Maintenance service calls outside normal business hours, DEALER shall quote you on an as needed basis, but at no time will pricing exceed what listed in the NASPO ValuePoint Master Agreement Price List(s). You shall give DEALER reasonable and safe access to the Equipment and DEALER shall provide labor or routine, remedial and preventive Maintenance as well as remedial parts. DEALER may terminate its Maintenance obligations for any Equipment you relocate to a site outside DEALER’s service territory.
3. Items Not Covered under Maintenance. Service calls not covered under this maintenance agreement shall be quoted on an as needed basis, but at not time will pricing exceed what is listed in the NASPO ValuePoint Master Agreement (“Master Agreement”) Price List(s). The following items are NOT covered under Maintenance unless otherwise set forth on the Face Page: (a) all consumable supply items not provided as part of toner inclusive service, including, without limitation, paper, staples, other media, print heads and puncher dies; (b) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, disaster (e.g., effects of water, wind, lightning, etc.) or misuse of the Equipment; (c) repairs due to the use of parts, supplies or software which are not supplied by DEALER and which cause abnormally frequent service calls or service problems; (d) repairs to fix problems resulting from service performed by personnel other than DEALER personnel; (e) repairs due to use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (f) relocation of Equipment including de-installation and re-installation, which is a separate chargeable service, per the pricing in the Master Agreement; (g) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (h) work which you request to be performed outside of DEALER’s regular business hours; (i) repair of network/system connection device, except when listed on the Face Page; or (j) repairs due to the use of paper/media not in compliance with manufacturer’s published specifications.
4. Consumable inclusive (INCLUDING Toner abuse). Consumable Supplies: All consumables are the property of DEALER until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Face Page and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. DEALER may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If your use of consumables exceeds the typical use pattern (as determined solely by DEALER) for these items by more than 10% of the published manufacturer specifications for conventional office image coverage, or should DEALER, in its sole discretion, determine that consumables are being misused in any fashion, DEALER may invoice you for such excess usage and you agree to pay for such improper or excess use, provided that DEALER shall not invoice you for excess toner usage as aforementioned unless and until DEALER has first notified you of the excess toner usage, and until you and DEALER have consulted in good faith in an attempt to identify the reason(s) for the excess toner usage and you have had a reasonable opportunity, if practicable, to rectify the excess toner usage. Consumable Inclusive Maintenance is predicated upon deployment of DEALER’s remote reporting software, which may include Auto-Toner Replenishment. If expiration dates are indicated on your consumable containers, you shall use the oldest container(s) first. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain DEALER’s property and shall be returned promptly upon termination of Maintenance for the applicable unit of Equipment.
5. Billing / Meter Collection. (a.) You agree to provide timely meter readings to DEALER and to comply with the billing procedures designated by DEALER. If DEALER does not receive timely meter readings from you, you agree to pay invoices that reflect DEALER’s estimates of meter readings. DEALER reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. In accordance DEALER’s normal procedures and the meter read option selected;.(b.) You agree that DEALER shall be entitled to acquire meter readings using DEALER’s remote reporting software, however if it does not communicate with DEALER for any reason, you agree to timely provide manual meter readings.
6. Default. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. DEALER may withhold service under this Agreement in whole or in part until any delinquent payment is received by DEALER. DEALER may terminate this Agreement in whole or in part upon your default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with DEALER. In the event of your default, DEALER may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges or early termination fees as allowed under the Master Agreement.
7. LIMITED WARRANY. All Equipment is provided with a manufacturer’s end user limited warranty from Canon U.S.A., Inc. Authorized Dealer is an authorized Canon service dealer and provides warranty service under the Canon U.S.A., Inc. limited warranties. All other Products are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. Authorized Dealer shall upon your request provide to you copies of all such end user warranties and license. SUCH WARRANTIES, TOGETHER WITH WARRANTIES AS PROVIDED IN THE MASTER AGREEMENT AND THE APPLICBLE NASPO VALUEPOINT PARTICIPATING ADDENDUM, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE PRODUCTS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE PRODUCTS.
8. LIMITATION OF LIABILITY. NEITHER AUTHORIZED DEALER NOR CONTRACTOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF AUTHORIZED DEALER OR CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.