



## COMPREHENSIVE MAINTENANCE AGREEMENT (CMA) TERMS AND CONDITIONS

1. **DESCRIPTION OF SERVICES PROVIDED:** Provider will maintain the equipment in good working order. Service will include:
  - A. Unscheduled repairs upon request by the Customer during Provider's normal working hours. Normal working hours are considered Monday through Friday from 8:00 AM to 5:00 PM, excluding Major Holidays.
  - B. Ongoing maintenance as defined by current service policies applicable to the respective products which include lubrication, cleaning, adjustments, and the replacement of parts which are unserviceable.
  - C. The unserviceability of parts will solely be determined by Provider and replaced on an exchange basis. Replaced parts will become the property of Provider.
  - D. On-site engineering improvements (retrofits) deemed mandatory by Provider and the Original Equipment Manufacturer (OEM).
2. **SERVICES NOT INCLUDED:** Services not included in CMA will be charged in accordance with Provider's labor and material rates then in effect. Services not included are not limited to, but include the following:
  - A. Optional retrofits.
  - B. Service connected with relocation of equipment that is not performed by Provider.
    - I. Relocation of equipment will be done by Provider for a nominal fee. This will ensure all liability for damages will be assumed by Provider.
    - II. Any relocation of equipment not completed by Provider may be subject to a nominal charge by Provider to reset-reconfigure and/or assess any damages. Any damages incurred in a non-Provider relocation are solely the responsibility of the customer.
  - C. Provider is not responsible for any add-on accessories or devices that have not been provided by Provider. These devices may be third-party add-ons.
  - D. Ongoing maintenance of any accessories, attachments, or other devices not listed from the onset of this agreement.
  - E. Exterior cleaning, refinishing, or painting of equipment.
  - F. Performance of normal operator functions as described in the original equipment manufacturer's (OEM) operator manuals.
  - G. Repair or damage from any cause other than ordinary use, including power outages, surges, or "Acts of God", except damage caused by the sole negligence of Provider.
  - H. Damages to the equipment caused by inappropriate use of the equipment or Customer Negligence.
  - I. Work directly or indirectly required due to Customer's software, network, computers, or other information systems, including but not limited to additions or changes, not specified as hardware covered by the Agreement.
3. **REPLACEMENT OF MACHINES AND ACCESSORIES:** If Provider, in its sole judgement, cannot maintain the equipment in good working order, Provider shall replace the equipment with another unit in good working order of the same product designation subject to the following provisions:
  - A. Provider may replace the equipment, and/or accessories, with the same model, or comparable equipment with similar capabilities. If a replacement unit is required, Provider will bear all equipment placement, removal, and transportation charges.
  - B. No additional warranties apply to the replacement unit. The replaced unit becomes the property of Provider. The replacement unit is provided to Customer free of liens or any other obligations.
4. **INVOICING:**
  - A. Customer assumes the responsibility to provide Provider with a current meter reading on or within a reasonable timeframe in line with their contractual billing cycle. If Customer fails to submit meter readings, Provider may estimate copy or print charges and invoice accordingly.
  - B. Payments are due within twenty (20) days of invoice date. Nonpayment by due date would put customer on service and/or supply hold until payment is rendered.
  - C. The Customer will consider allowing for Provider to install remote DCA device that will enable Provider to obtain remote meter-reads and monitor toner demand for the sole purpose of automating toner replenishment.
5. **DCA OVERVIEW:**
  - A. A preferred method of capturing meter readings is through our data collection application (DCA) that allows Provider to pull meter readings accurately and successfully from your systems remotely.
  - B. Another Key Feature of our DCA is that it has the capability of accurately monitoring toner levels within your system.
6. **BREACH or DEFAULT:**
  - A. If Customer does not pay the amounts due hereunder or breaches any terms of this agreement, Provider at its sole discretion, may terminate this agreement effective 30 days after written notice.
  - B. In the event Provider executes termination of this Customer Maintenance Agreement (CMA); the customer agrees to pay to Provider all applicable attorney's fees and legal expenses incurred in exercising remedies upon breach of this agreement by the Customer.
7. **FORCE MAJEURE:** Except for the obligations of payment set forth herein, neither Provider nor Customer shall be responsible for failure of performance of contracts resulting from orders placed hereunder, due to causes beyond its control including, but not limited to, work stoppages of Provider employees or employees of others, fires, civil disobedience, civil commotions, riots, rebellions, insurrections, acts of God, and similar occurrences. Provider will not be responsible for failure of performance resulting from the equipment manufacturer failing to supply needed parts in a timely and reasonable manner.
8. **DAMAGES:** Provider shall not be responsible for direct, incidental, or consequential damages including, but not limited to, damages arising from the use or performance of the equipment or the loss of use of the equipment.
9. **PRICE INCREASE:** The maximum yearly price increase is 10 percent (10%) or the annual percentage increase of the Consumer Price Index (CPI), whichever is greater.
10. **TERM and RENEWAL:** This Agreement shall cover the indicated period, and is effective on the date, as designated on the Equipment Order Agreement. The Agreement will be automatically renewed for identical successive periods as the original Agreement term at the then current rates, and terms and conditions, until terminated by either party as provided herein. IT IS IMPLICITLY AGREED BY BOTH PARTIES THAT THE CUSTOMER CONTINUING TO MAKE PAYMENTS FOR CMA AFTER AN AGREEMENT PERIOD, AND HAVING NOT PROVIDED ADVANCE WRITTEN NOTICE OF TERMINATION, IS RENEWED UNDER THE THEN CURRENT TERMS, CONDITIONS AND PRICING OF PROVIDER FOR A PERIOD OF TWELVE MONTHS AND RENEWS THEREAFTER IN TWELVE MONTH PERIODS.
11. **CANCELLATION:**
  - A. Customer may cancel this agreement with thirty (30) days written notice.
  - B. Both Customer and Provider agree that due to the uncertain nature of comprehensive maintenance (all parts and labor for scheduled and unscheduled service requirements), specific projected profits derived from maintenance agreements are difficult to calculate; therefore, Customer agrees that Early termination charges described herein do not constitute "liquidated damages" and are fair and reasonable amounts to compensate Provider for lost profits as a result of any cancellation prior to the end of the specified term.
  - C. Early termination charges will be assessed based upon the number of remaining months left in the contract, multiplied by the monthly minimum for each machine being canceled. The number of months to be charged will not exceed six. For units without a monthly minimum, the multiplier base will be \$50.00 or the entire previous average monthly billings, whichever is greater.
  - D. In the event of Cancellation by Customer, no refunds of advance payments for CMA will be made by Provider. At Provider's sole discretion, a credit equal to the amount of unused advanced payment less early termination charges or any other amounts due Provider from Customer, may be applied onto Customer's account for the acquisition of products or services offered by Provider.
12. **CANCELLATION BY PROVIDER FOR OBsolescence:** Provider may cancel any individual unit of equipment, regardless of it being included on a Comprehensive Maintenance Agreement with other equipment, if the equipment is more than five years old from the date of installation as a factory new unit, and in the sole opinion of Provider, can no longer be efficiently serviced. Provider will provide thirty (30) days advance written notice to Customer, and CMA pricing will be adjusted by Provider to fairly reflect removal of equipment from agreement.
13. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:** If Customer makes an alteration, attaches a device, or utilizes a supply item that, in Provider's sole judgement increases the cost of Services, Provider will either propose an additional Service Charge or request the Equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within 5 days of such proposal or request, Customer does not remedy the problem or agree in writing to do so immediately, Customer shall be in default of its obligations. Provider shall notify Customer of the problem and may withhold maintenance until the problem is remedied. Withholding maintenance as described herein does not reduce Customer's charges or obligations.
14. **CONSUMABLE SUPPLIES:**
  - A. Unless specified on the Agreement when a Customer enrolls in a consumable non-inclusive agreement, consumable supplies are charged separately from CMA and include, but are not limited to, developer, toner, dry ink, fuser oils, and staples.
  - B. Unless specified on the Agreement when a Customer enrolls in a consumable inclusive agreement, consumable supplies include, but are not limited to, developer, toner, dry ink, and fuser oils. Staples and paper are not included in a Supply Inclusive CMA.
  - C. Customer agrees to utilize only supplies manufactured by the OEM.
  - D. For equipment utilizing a cartridge type consumable product, Customer agrees to purchase consumable supplies solely from Provider.
15. **GENERAL:**
  - A. Provider shall have free access to the equipment to perform service thereon and verify meter readings.
  - B. Provider will train and instruct key operators as designated by the Customer as part of new equipment installation. On service calls, Provider's technicians will provide additional key-operator instruction as needed.
  - C. Customer will provide proper space and environmental conditions as specified in the operator or technical manuals published by the manufacturer of the equipment.
  - D. Customer agrees to use a surge suppressor that meets or exceeds the recommended specification of the equipment manufacturer.
  - E. The terms copy, print, image scan, and development are used interchangeably and refer to a single billing unit with an image area of 8.5 x 11 inches or less.
16. **CHANGES TO AGREEMENT:** This Comprehensive Maintenance Agreement constitutes the entire Agreement between Provider and Customer with respect to the subject matter hereof and may not be modified or terminated orally. No modification, termination or attempted waiver of this Comprehensive Maintenance Agreement shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.