**CPC Maintenance Agreement**

(Name of Company) agrees to provide and the Customer agrees to accept maintenance service on the equipment listed, at the annual charges indicated in the attached equipment list, in accordance with the following terms and conditions.

 1. Term

 This Agreement is effective from the commencement date and shall continue for an initial minimum term of one (1) year. Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms unless terminated sooner by either party on no less than thirty (30) days' prior written notice to the other party. The prices, terms and conditions for such successive term(s) shall be those in effect at the time of renewal. All Agreements shall be billed for one year in advance.

 If, in the opinion of (Company), at the end of the first year of thereafter, individual items can no longer be properly or economically maintained to (Company)'s standards of performance on site, (Company) will provide the Customer with an estimate of reconditioning charges for such equipment and Customer agrees to pay those charges and make the equipment available. Should the Customer fail to make the equipment available to (Company) for reconditioning, (Company) shall not be responsible for any equipment failures which are directly attributable to the need for reconditioning.

 2. Maintenance Service

 (Company) will provide cost per copy maintenance (a "Cost Per Copy Transaction") of certain copier machines sold or distributed by (Company) (the "Equipment") to Customer of (Company) (the "Program") to whom (Company) would provide maintenance, service and supplies for Equipment owned by Customer and Customer would pay a single minimum periodic payment plus a specified amount for each copy made in excess of the agreed upon minimum copy volume. (Company) may use replacement parts from any source so long as they meet manufacturers specifications.

 3. Standard Rates & Customer Payments.

 (Company) may advise Customer from time to time of the Standard Rates which shall be applicable to all Transactions, unless a different rate for a particular Cost Per Copy Transaction has been previously approved by (Company) in writing. Standard Rates shall be effective thirty (30) days after written notice is provided to Customer. (Company) agrees that it shall not submit any Cost Per Copy Transactions to Customer pursuant to which the Customer is charged a rate other than such Standard Rate or other specially approved rate.

 (Company) shall bill, collect and administer each Cost Per Copy Transaction in the normal course of its business. All payments made by a Customer shall be applied proportionately.

 (Company) agrees to provide maintenance service availability Monday through Friday, from 9:00 a.m. to 5:00 p.m., and keep the equipment in good working order while operated in accordance with (Company)'s published specifications while the equipment is located within (Company)'s area of responsibility.

 The maintenance provided is based on the specific performance standard needs of individual products as determined by (Company). These needs include preventive maintenance - handled at the discretion of a (Company) Maintenance Technician - during a reported service call or at the discretion of the (Company) Service Manager. On-call remedial maintenance will be provided and will include adjustments, lubrications and replacement of parts deemed necessary by (Company).

 4. Initial Inspection and Repair

 If the equipment to be covered by this agreement is not under (Company)'s maintenance responsibility, nor covered by (Company)'s standard warranty, immediately prior to the commencement date of this Agreement, it shall be subject to a chargeable inspection by (Company). (Company) shall take such action as may be necessary in its judgment to place the equipment in good operating condition, including without limitation, making repairs and adjustments and replacing parts. The Customer shall pay for all labor and materials used in connection therewith at (Company)'s then current commercial rates.

 5. Exclusions

 Maintenance service is contingent upon the proper use of all equipment and does not include:

a) Electrical work external to the equipment or maintenance of accessories, attachments, or other devices not furnished by (Company);

b) Service caused by supply items that do not meet (Company) specifications;

c) Repair of damage or increase in service time resulting from:

 1) Accident, transportation, neglect, theft, fire or water damage, misuse or other than ordinary use;

 2) Failure of electrical power, air conditioning or humidity control; and

 3) Alterations which include but are not limited to, any changes in (Company) design, installation, or removal of (Company) features, or any other modification, whenever any of the foregoing are performed by other than (Company) representatives.

d) Expendable supply items or materials therefor; making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices;

e) Such service, which is impractical for (Company) representatives to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device;

f) Equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by (Company).

g) Normal operator functions as described in (Company)'s operator's manuals;

h) Problems relating to or caused by software which was not supplied by (Company); and

i) Problems relating to or caused by operating environment including electrical power, heating, air conditioning, and humidity which are not within (Company) specifications.

 6. (Company) Property

 Maintenance software, test equipment and similar property used by (Company) at the installation site (even if shipped with the equipment) shall remain the exclusive property of (Company) and shall be for the sole use of (Company) and under the control of (Company). Such property, some of which contains confidential information of (Company) includes, but is not limited to, the following: (here list Company's property ... e.g. Hardware Maintenance Manuals).

 7. Access to Equipment

 (Company) shall have full and free access to the equipment to provide service thereon.

 8. Modifications

 If persons other than (Company) representatives perform maintenance or repair of a unit of equipment, and as a result further repair by (Company) is required, such repairs are not included in the charges set forth in this Agreement, and will be made at (Company)'s applicable time and material rate and terms then in effect. Maintenance by third parties could be the basis for voiding any existing warranties.

 9. Engineering Changes

 Engineering changes, determined applicable to Customer will be controlled and installed by (Company) at no charge on equipment covered by this Agreement. The Customer may, by providing notice subject to written confirmation by (Company), elect to have only mandatory changes, as determined by (Company) installed on equipment so designated.

 10. Limitation of Liability

 (Company)'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 or any other form of action, shall be limited to the greater $\_\_\_\_\_\_\_\_\_\_\_\_, or twelve (12) months' maintenance charges for the specific machines under this maintenance agreement that caused the damages or that are the subject matter of or are directly related to the cause of action, such charges shall be those in effect for the specific machines when the cause of action arose.

 Other than as set forth above in this paragraph, (Company) disclaims all warranties with respect to the equipment (including without limitation warranties as to merchantability and fitness for a particular purpose), either expressed or implied. The above express warranty is in lieu of all obligations or liabilities on the part of (Company) for damages, including but not limited to special, incidental, or consequential damages arising out of or in connection with the use or performance of this equipment.

 11. Governing Law

 This contract shall be governed by and construed according to the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 12. Modifications

 This contract may not be modified or terminated orally, and no modification or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.

 13. Assignment

 This agreement is not assignable by Customer without written permission from (Company), such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void.

 14. Miscellaneous

 This Agreement constitutes the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, any prior course of dealing, custom or usage of trade or course of performance notwithstanding.

 Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this written Agreement. In the event Customer uses Customer's purchase order form in connection with the ordering of the Equipment, such order will be governed by the terms of this Agreement and any provision of such order form which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect. (Company)'s acceptance of such order is expressly made conditional on Customer's assent to the terms of this Agreement. Any acknowledgment by Customer of this Agreement shall be limited to the terms of this Agreement, and any provision in such acknowledgment which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect.

 All drawings, designs and techniques and improvements (whether patentable or unpatentable) made or conceived by (Company) or its agents or employees in the fulfillment of this contract shall be the property of (Company) and Customer agrees not to use for its own benefit or disclose to or use for the benefit of any other person any of such property.

 Customer acknowledges that it has read this Agreement, and understands and agrees to all terms and conditions stated herein.

 IN WITNESS WHEREOF, the parties have duly executed this agreement, this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

 ATTEST:

 VENDOR:

 By:

 Title:

 CUSTOMER:

 By:

 Title:

Date of Acceptance by Vendor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_