**Time Block Maintenance Agreement**

1. Date: \_\_\_\_\_\_\_\_\_\_\_ Agreement Number: \_\_\_\_\_\_\_\_\_\_\_\_

2. Client Name/Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Equipment Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. System Equipment: New: \_\_\_\_\_\_\_\_ Certified: \_\_\_\_\_\_\_

5. Covered Equipment: Various “Non-Critical components” including, but not limited to workstations, print servers, laser printers, and any other equipment connected to Client’s Local Area Network. Per attached billing rate.

6. Purpose: (Reseller Name). (“\_\_\_\_\_\_\_”), a (Insert your State) corporation located at (Reseller address), agrees to provide Client with maintenance service for all of Client’s listed equipment described in Section 5 (“Covered Equipment”) at the address stated in Section 3 for a period of twelve (12) months from the date of this Agreement stated above, upon acceptance by Reseller, in accordance with the following terms and conditions.

7. Services Provided: Reseller will provide service at Client’s site stated in Section 3 for all described Covered Equipment. The Time Block charges shall cover the cost of travel and labor for this service, excluding all parts. Reseller will invoice separately for any parts utilized under this Agreement. Exchanged parts removed from equipment become the property of Reseller. If Reseller cannot repair Covered Equipment during a service call, Reseller will make every attempt to provide substitute equipment of the same or similar type until the Covered Equipment is repaired or until ten (10) days have passed after Reseller has notified Client that the Covered Equipment cannot be repaired. Reseller shall provide service at Client’s site between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for holidays. Reseller shall respond to service calls placed by Client within eight (8) business hours of receiving Client’s notice.

8. Services Not Provided: Reseller’s services do not include the support of operating systems, applications software or hardware malfunctions attributable to software.

9. Client’s Responsibilities: Upon any failure of Covered Equipment, Client shall notify Reseller by calling (\_\_\_\_) \_\_\_\_-\_\_\_\_\_\_\_ or another telephone number designated by Reseller in writing. Reseller may contact Client prior to scheduling a service call to determine whether a failure may be easily remedied by Client. Client agrees to provide a suitable environment for the Covered Equipment in accordance with the technical and environmental specifications provided by the manufacturers of the Covered Equipment. Client shall allow Reseller access to the Covered Equipment and shall make the premises safe and fit for Reseller to service the Covered Equipment. Client shall assist Reseller in any equipment warranty claims.

10. Billable Calls: If Client requires Reseller to provide service to Covered Equipment at times not stated in Section 7 (i.e., weekends, Reseller holidays and 5:00 p.m. to 8:00 a.m. weekdays), Client will pay for such service at the rate of $\_\_\_\_\_\_ per hour for a minimum of two hours.

11. Payment: Client shall pay the total annual charge stated in Section 5 by the first day of each year for which service is provided. Reseller shall only issue invoices for services and parts not covered by the amounts stated in Section 5, or when Client has failed to pay by the due date. Any amounts not paid to Reseller within thirty (30) days of the applicable due date shall accrue late payment charges of one-point-five percent (1.5%) per month. Should Client fail to pay amounts due Reseller within thirty (30) days of the applicable due date, Reseller will notify Client of failure to pay providing a seven (7) day period for Client to respond following which upon non-payment, Reseller may at its sole discretion send to Client a written notice of termination, which shall be effective upon Client’s receipt. All obligations for payment shall survive the termination of this Agreement.

12. Disclaimer of Warranties and Limitations of Liability: Reseller shall not be liable for any loss of profits, damage to or loss of software, data files or other information resulting from any equipment failure or service of equipment. Client is solely responsible for back-ups and archival copies of all software, data and other information. THE ABOVE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT RESELLER MAKES. IN NO EVENT SHALL RESELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT’S RIGHT TO RECOVER ANY DAMAGES FROM RESELLER SHALL BE LIMITED TO THE AMOUNTS THAT CLIENT HAS PAID TO RESELLER UNDER THIS AGREEMENT.

13. Governing Law: This Agreement shall be governed under the law of (insert your State here). Any action against Reseller must be brought within twelve (12) months of discovery of the alleged act or omission giving rise to the action.

14. Arbitration: In the event of any dispute between the parties to this Agreement, the dispute shall be submitted to one arbitrator in binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be held within a twenty (20) mile radius of (Reseller’s City, State), absent an express written agreement by the parties to conduct the arbitration at a different location. Judgement entered upon the award may be entered and enforced in any court of competent jurisdiction.

15. Complete Agreement. This is the complete agreement of the parties. No oral representation or warranty shall be binding. This Agreement may not be modified except by a writing signed by authorized representatives of both parties, or as provided herein. If any of the provisions of this Agreement are declared to be invalid or unenforceable, such provisions shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

16. Waiver: A term or condition of this Agreement can be waived only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or conditions to be performed and, until performance of the term or condition is complete, the other party may invoke any remedy available under the Agreement or by law despite such forbearance or indulgence.

17. Assignment: This Agreement shall be binding upon and insure to the benefit of the parties to this Agreement and their respective successors and permitted assignees. Neither party may assign its obligations, rights and duties under this Agreement without the prior written consent of the other which shall not be unreasonably withheld.

 IN WITNESS THEREOF, the parties, intending to be legally bound, sign this Agreement effective the date stated above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature Reseller

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Name (typed) Name (typed)

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Title Title

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_