

The following template is for example purposes only! Be sure to check and follow your local guidelines, laws and applicable regulations.

Service Plan Contract

Customer Billing Information		Service Provider Information	
Company Name	General Phone Number	Authorized Signature X	
Address	Fax Number	Title	
City, State, Zip Code	E-mail Address	Date	
The general terms and conditions attached with this form are accepted and agreed to by the customer by signing below.		Selling Representative	Sales Code
Authorized By (please print)	Direct Phone Number	Partner Representative	Sales Code
Authorized By (please sign) X		Service Agreement Number	
Authorized By Title	Date	Service Agreement Start Date	Service Agreement End Date
Purchase Order Number	<input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> Discover <input type="checkbox"/> Master Card	Credit Card Number	Expiration Date

Equipment Information			
Model Name and/or Number	Serial Number	Service Plan Price/Year	
Equipment Location Address		Service Zone Price	
Equipment Location City, State, Zip Code		Billing Frequency Price	
Response Time	Other (describe below)	<input type="checkbox"/> Annual Billing <input type="checkbox"/> Semi-Annual Billing <input type="checkbox"/> Quarterly Billing	
Meter Contact Name	Phone Number	Subtotal Price	\$ 0.00
Model Name and/or Number	Serial Number	Service Plan Price/Year	
Equipment Location Address		Service Zone Price	
Equipment Location City, State, Zip Code		Billing Frequency Price	
Response Time	Response Time	Other (describe below)	
Meter Contact Name	Phone Number	Subtotal Price	\$ 0.00

Solution Information	
Type	Subtotal Price
Type	Subtotal Price

Quotes are valid for 30 days from:		Total from This Page	\$ 0.00
Month	Day	Total from Attached Pages, If Applicable	\$ 0.00
	Year	Total of Entire Service Plan, Excluding Tax Applicable tax will be applied. See Note*	\$ 0.00
*Note: Applicable tax will be added when invoiced. If exempt, please submit copy of exemption certificate.			

Submit Completed Form To Service Contract Management — 000-000-0000 fax

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Support Service Agreement General Terms and Conditions

Service Provider ("Service Provider") agrees to furnish and customer agrees to accept and pay for maintenance service on the equipment listed on the reverse, according to the terms and conditions in this document.

1. **Maintenance Service.** Service Provider agrees to provide to Customer.
 - A) On-site remedial maintenance during On-Site Coverage Hours when Service Provider is notified that the Equipment is not in good working order. Service Provider will provide a toll-free telephone number for Customer to place, and Service Provider will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per week.
 - B) On-site preventive maintenance based upon the specific needs of individual Equipment, as determined by Service Provider.
 - C) All labor, service parts and Equipment modifications Service Provider deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis, and will be new parts or parts of equal quality. For certain Equipment, Service Provider reserves the right to replace the entire unit with new equipment or equipment of equal quality when Service Provider determines that replacement is more economical than on-site repair. For certain Equipment, Service Provider also reserves the right to furnish replacement service parts and Equipment of another manufacturer where the replacement service parts and/or Equipment are reasonably determined by Service Provider to be functionally equivalent or better. All Equipment and service parts removed for replacement become the property of Service Provider.
 - D) If maintenance is available outside On-Site Coverage Hours, there will be an additional charge to Customer for travel and labor at Service Provider's then-current non-contract rates for maintenance service requested and performed outside On-Site Coverage Hours.
2. **Average Response Time.** With respect to each unit of Equipment covered by this Agreement, this Agreement indicates an average Response Time. During any one year term of this Agreement, for on-site remedial maintenance calls with respect to each unit of Equipment Service Provider will achieve the indicated average Response Time.
3. **Definitions.** As used in this Agreement, "Equipment" means the equipment listed in this Agreement, including non-optional components, accessories and peripherals. "On-Site Coverage Hours" means Service Provider's normal business hours in the area where the Equipment is located, plus any additional hours covered by any written agreement between Service Provider and Customer providing for after-hours maintenance service of the Equipment; and "Response Time" means the number of On-Site Coverage Hours elapsed between Service Provider's receipt of a service call and the arrival of an Service Provider service technician at Customer's location for the purpose of repairing the Equipment. "Supplies" means materials which are necessary for complete functioning of the Equipment, but which are normally supplied or installed by the end-user, such as film, film cartridges, toner, chemicals and paper. "Consumables" means parts or materials which are necessary for complete functioning of the Equipment, but which require installation by a service technician, such as ink pens, drums, glass, corona wires, cells and exposure lamps.
4. **Term; Termination.** The term of this Agreement is listed on the attached. Either party may terminate this Agreement upon thirty (30) days advance written notice to the other party in the event the other party fails to comply with any of the terms and conditions of this Agreement and does not cure the failure within the thirty (30) day period.
5. **Upgrades.** Customer agrees to notify Service Provider in writing within thirty (30) days of any upgrade made to any of the Equipment. There may be an additional charge for coverage for upgraded Equipment.
6. **Exclusions.** The Basic Maintenance Fee does not include, and Service Provider is not obligated to provide or perform:
 - (A) Repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) disaster, which shall include but not be limited to fire, flood, water, wind, and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow the Equipment manufacturer's published operating instructions; (vi) modification, service or repair of the Equipment by other than Service Provider personnel; (vii) use of the Equipment for purposes other than for which designed; (viii) use of incompatible supplies; (ix) defects or errors in software supplied by persons other than Service Provider; or (x) Customer's denial of full and free access to the Equipment or denial of departure from Customer's site; (B) Painting or refinishing the Equipment or furnishing the material therefor; (C) Relocation of Equipment; (D) Electrical work external to the Equipment; (E) Maintenance of optional components,

accessories or peripherals or other optional devices not specifically listed in this Agreement; (F) Installation or removal of Equipment, components, accessories, peripherals or service parts except pursuant to maintenance service which Service Provider has agreed to perform under this Agreement; (G) Software maintenance and support; (H) Service of equipment that results from modifications, alterations, connections, changes in configuration, or failure of operation of any EXTERNAL device, peripheral, host computing equipment or software not under the control of Service Provider and (I) Supplies, which are Customer's responsibility or Consumables, which may be provided by Service Provider at additional charges.

7. **Invoicing.** The Basic Maintenance Fee and the Zone Fee, as well as optional shift and response time buydown coverage (if applicable) will be invoiced in advance. Any other maintenance charges will be invoiced periodically in arrears. The Basic Maintenance Fee for a partial month's service will be pro rated on the basis of a thirty (30) day month. Payment will be made within the terms stated on the invoice.

8. **Limited Warranty.** Service Provider warrants that Equipment maintenance service performed under this Agreement by Service Provider will be performed competently and in accordance with industry practices, and Equipment and service parts furnished by Service Provider will be free of defects in material and manufacture upon installation. SERVICE PROVIDER MAKES NO OTHER WARRANTIES WITH RESPECT TO SUCH SERVICE AND ANY EQUIPMENT AND SERVICE PARTS FURNISHED BY SERVICE PROVIDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY FAILURE TO MEET THE FOREGOING WARRANTY APPEARS AND NOTICE THEREOF IS PROVIDED TO SERVICE PROVIDER'S NATIONAL SERVICE CENTER WITHIN THIRTY (30) DAYS FROM THE DATE SERVICE WAS PERFORMED SERVICE PROVIDER WILL RE-PERFORM THE SERVICES IDENTIFIED OR REPLACE OR REPAIR, AT SERVICE PROVIDER'S OPTION, THE DEFECTIVE EQUIPMENT OR SERVICE PART PROVIDED. THE FOREGOING CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.

WITH RESPECT TO SERVICES EXCLUDED IN THE PRODUCT SPECIFIC ATTACHMENTS, AND WITH RESPECT TO SUPPLIES, SERVICE PARTS AND OTHER MATERIALS THAT MAY BE FURNISHED BY SERVICE PROVIDER PURSUANT TO SUCH EXCLUDED SERVICES, SERVICE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Limitation of Liability.** SERVICE PROVIDER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON ANY LEGAL THEORY, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT. SOME STATES HAVE LAWS WHICH REQUIRE LIABILITY RIGHTS DIFFERENT FROM THOSE STATED IN THIS AGREEMENT. IN SUCH STATES, THE MINIMUM REQUIRED LIABILITY TERMS SHALL APPLY.

10. **Force Majeure.** Neither party shall be responsible for failure to comply with this Agreement due to causes beyond its reasonable control.

11. **Customer Orders.** The terms and provisions of this Agreement shall prevail over any conflicting or additional terms or provisions appearing in any purchase order or other instrument issued by Customer at any time in connection with this Agreement, even if Service Provider accepts purchase orders from Customer or returns one or more acknowledgement copies.

12. **Miscellaneous.** This Agreement is not binding unless and until it has been accepted in writing by each of the parties. This Agreement shall be governed by the laws of Commonwealth of Pennsylvania, constitutes the entire agreement between the parties and supersedes and terminates any and all prior agreements and communications between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or supplemented orally. No provision, condition or breach of this Agreement may be waived orally. Any such modification, supplement or waiver must be in writing and signed by the party against whom enforcement is sought. Waiver of any default shall not constitute a waiver of any subsequent default.