

# **SAMPLE of Hardware Maintenance Contracts for Laser Printers and PC's**

Our annual hardware maintenance contracts cover all parts and labor and put you in control of your maintenance budget. As a contract customer, your computer system and network will receive our unlimited priority response service. In other words - we come to you first! Annual cleaning and inspection of your equipment is included, a time when we will spot and correct potential problems before they happen. Your annual contract also includes one hour operating support for each PC covered.

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## **HARDWARE MAINTENANCE AGREEMENT**

By and between Coker Consulting and "YOUR COMPANY".

### **1. Term of Agreement**

This agreement shall commence on the effective date, which is the date Coker Consulting accepts this agreement and a fully executed original copy thereof is received by "YOUR COMPANY", and shall remain in effect for a period of time as described in initial term. This agreement shall automatically renew for a period of twelve (12) months ("Subsequent Term") unless terminated by either party upon not less than one hundred twenty (120) days prior written notice. Coker Consulting may, at its option, immediately terminate this agreement for any wrongful payment delinquency in excess of thirty (30) days.

### **2. Charges**

Maintenance charges as set forth in exhibit "A" (your list of computers and printers) attached hereto and made a part of this agreement commence on the effective date stated in the introduction hereof and shall be payable in advance. The initial payment will be due and payable within 10 days of the effective date of this agreement with invoicing occurring thereafter.

Charges other than the Maintenance charges identified above, which include travel expenses, overtime, and those other expenses identified in captions 7 and 11 hereof, shall be invoiced, and all charges hereunder will be due and payable within thirty (30) days from date of "YOUR COMPANY" receipt of invoice.

All charges specified shall remain in effect for one (1) year from the effective date of this agreement. Following expiration of one year from the effective date or from a previous increase, Coker Consulting may increase the charges, upon not less than three (3) months prior written notice to "YOUR COMPANY" up to a maximum of eight (8) percent. If the charges are increased, the customer may, upon not less than one

(1) month prior written notice, terminate this agreement upon the effective date of increase. Otherwise, the new charge shall become effective upon the date specified in the notice.

There shall be added to the charges due hereunder amounts equal to any taxes, however designated, levied, or based on such charges or on this agreement or on the services rendered parts supplied pursuant hereto, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable to Coker Consulting in respect of the foregoing, exclusive, however and not including, taxes based on income.

An additional finance charge will be charged for semi-annual or quarterly payments should "YOUR COMPANY" elect to make payments on such a semi-annual or quarterly basis as opposed to an annual basis.

### 3. Scope of Coker Consulting On-Site Maintenance Service

Coker Consulting shall render on-site maintenance service within four hours of such service request by "YOUR COMPANY" if request is made before 12 noon Monday-Friday or by the next business day if such request is made after 12 noon, to keep the equipment in, or restore the equipment in good working order. Remedial on-site maintenance will be rendered next business day. This maintenance service includes unscheduled, on-call remedial maintenance. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by Coker Consulting in the exercise of its reasonable discretion. Maintenance parts may or may not be manufactured by the original equipment manufacturer, may be altered by Coker Consulting to enhance maintainability, and may be new or reconditioned to perform as new. All removed maintenance parts will become the property of Coker Consulting. On-site maintenance service provided under this agreement does not assure uninterrupted operation of the equipment but Coker Consulting agrees to use its "best efforts" to provide such uninterrupted service. Maintenance and repairs are subject to availability of parts.

### 4. Exclusions from Coker Consulting On-Site Maintenance Service

The following services (inclusive of replacement of maintenance parts) are outside the scope of Coker Consulting on-site maintenance service provided hereunder.

- a. Electrical work external to the equipment;
- b. Repair of damage or increase in service time due to any cause external to the equipment adversely affecting its operability or serviceability which shall include but not be limited to fire, flood, water, wind, lightning, and transportation, or due to neglect or misuse other than by Coker Consulting, or electrical power surges.
- c. Repair or damage or increase in service time caused by failure to continually provide a suitable installation environment including, but not limited to, the

- failure to provide adequate electrical power, air conditioning, or humidity control, or customer's improper use, management or supervision of the equipment including without limitation, the use of supplies, disc packs and cartridges;
- d. Repair or damage or increase in service time caused by the use of equipment for purposes other than for which it is designed.
  - e. Furnishing platens, supplies or accessories, painting or refinishing the machines or furnishing material therefore, making specification changes or performing services connected with relocation of equipment, or adding or removing approved accessories, attachments or other devices except as set forth herein;
  - f. Such service which is impractical for Coker Consulting field engineers to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device, in which event Coker Consulting will endeavor to maintain and/or repair such equipment as existed prior to such alteration or connection. The replacement of maintenance parts such as cathode ray tubes is limited to failure of such parts and does not include such occurrences as burnt phosphor of the CRT screen.
  - g. Software support including operating systems, utilities and application programs. Systems engineering services, programming and operational procedures of any kind as relate to software and operation thereof.

#### 5. Coker Consulting Service Period

Coker Consulting shall provide remedial on-site maintenance service, as defined in Caption 3 and 4 hereof, during the period of nine (9) consecutive hours between the hours of (8:30 a.m. and 5:30 p.m. daily Monday through Friday, except legal holidays) unless otherwise provided herein. Legal holidays shall include only those holidays specified in Exhibit "B" attached hereto and made a part hereof.

#### 6. Access to Equipment

During the Caption 5 and Caption 7 service periods, customer will provide Coker Consulting with full and free access to the equipment under on-site maintenance service and a place in which to perform such service. If persons other than Digitally Experienced Inc. field engineers repair, modify, or perform any maintenance on any item of equipment covered by this agreement, and as a result thereof, any on-site maintenance service by Coker Consulting is required to restore the equipment to good operating condition and Coker Consulting serviceable condition, such service will be made at the applicable Coker Consulting per call rates and terms then in effect.

#### 7. Maintenance Service Outside Selected Periods

If the customer requests unscheduled on-call on-site maintenance to be performed at a time which is outside the selected period of maintenance service availability, the service will be furnished on a best efforts basis at the applicable Coker Consulting per call rates and terms then in effect. Travel time and expenses are billable in connection with such maintenance.

## 8. Scope of Coker Consulting Service Center

The computer service center service shall include the repair and replacement of maintenance parts which Coker Consulting deems in its reasonable discretion necessary to restore the equipment to good working order at one of its computer service centers. Maintenance parts may or may not be manufactured by the original equipment manufacturer, may be altered by Coker Consulting to enhance maintainability, and may be new or reconditioned to perform as new. For purposes of this agreement, equipment restored to good working order shall be defined as equipment that will perform all functions as prescribed in the manufacturer's published specifications for such equipment as originally manufactured. It does not, however, assure uninterrupted operation of the equipment, but Coker Consulting shall use its "best efforts" to provide "YOUR COMPANY" with such uninterrupted service.

Maintenance parts will be furnished as presented in Caption 3.

The customer represents and warrants that to the best of its knowledge the equipment covered by this agreement is in good working order, as of the effective date of this agreement and Coker Consulting reserves the right, as its sole option, to inspect the equipment prior to acceptance of equipment for computer service.

## 9. Exclusions from Coker Consulting Service Center

The following activities fall outside the definition of computer service center provided hereunder:

- a. Repair or replacement work or increase in service time as a result of damage or loss resulting from accident, casualty, transportation, neglect, misuse or abuse, damage resulting from improper packing and/or failure to follow prescribed shipping instruction, failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the equipment or causes other than ordinary prudent use for the purposes for which the equipment was designed, other than by reason of fault or neglect of Coker Consulting
- b. Furnish platens, missing parts, supplies or accessories, painting or refinishing the equipment or furnishing material therefore, making specification or engineering changes and adding or removing accessories, attachments or their devices;
- c. Service or increase in service time resulting from or which is impractical to render because of any adjustment, repair, maintenance, alteration, attachment, addition or connection to another machine or device or any attempt toward any such ends unless Coker Consulting agreed in writing to such action; however Coker Consulting will endeavor to repair and/or maintain such equipment as same existed prior to such alteration, repair, addition, adjustment or connection.
- d. Activity required to restore equipment to good operating condition, if resulting from persons other than Coker Consulting authorized service personnel repairing, modifying, or performing any maintenance service on any equipment.

- e. Service to any equipment to which a safety change is necessary to avoid a hazard;
- f. Service to bring any equipment into compliance with any law, rule or regulation of any government authority having jurisdiction or any provision of any applicable insurance policy, or service to correct any safety or health hazard; and
- g. Software support including operating systems, utilities and application programs.
- h. Systems engineering services, programming and operational procedures of any kind as relate to software and operation thereof.

The replacement of maintenance parts such as cathode ray tubes is limited to failure of such parts and does not include such occurrences as burnt phosphor of the CRT screen.

Equipment received with no trouble found shall be subject to a charge for inspection at the prevailing rate for such equipment.

## 10. Shipping Charges

All equipment returned to Coker Consulting service center(s), if delivered by the customer, shall be presented during Coker Consulting normal working hours observed at the computer service center, and if shipped by the customer it shall be shipped freight prepaid and packed utilizing the original manufacturer's container and packing material, or its equivalent. Coker Consulting shall bear the expense of shipment, within the forty-eight (48) contiguous United States, of equipment returned to customer upon completion of computer service center.

## 11. Other Service Available to Customer

Upon customer's request, the rendition of services outside the scope of Coker Consulting maintenance service will be within the discretion of Coker Consulting and, if performed, will be at the applicable Coker Consulting per call rates and terms then in effect.

Time and materials service is available to cover those services which fall outside the definition of computer service center.

Time and materials service is billed on a usage basis, includes labor and reimbursement at Coker Consulting hourly rates then in effect, and replacement parts which are furnished at Coker Consulting list prices then in effect on an exchange basis.

In those instances in which equipment requires services that fall outside the definition of computer service center, customer shall be so notified. Upon authorization from customer to proceed, Coker Consulting shall provide necessary repairs, or at the customer's option, return the equipment to customer subject to any inspection charge.

## 12. Installation and Control of Engineering and Safety Changes

Coker Consulting will control and install all engineering changes it deems necessary on equipment covered by this agreement unless otherwise requested by the customer in writing. There will be no charges for such engineering changes.

Coker Consulting will control and install, without charge, all safety devices it deems necessary. If the customer refuses to permit installation of a safety change, or removes a safety change already installed, Coker Consulting may, or its option, discontinue providing maintenance service until the hazard has been corrected.

If the customer requests installation of engineering changes, including safety changes at any time other than during Coker Consulting normal working hours, Coker Consulting reserves the right to charge for such service at the applicable Coker Consulting per call rates and terms then in effect.

## 13. Disclaimers; Customer's Responsibilities

Coker Consulting OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. Coker Consulting WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME OR LOSS OF USE OF OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE PERFORMED THEREUNDER IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT ALL OF ITS FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. Coker Consulting WILL NOT BE RESPONSIBLE FOR CUSTOMER'S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON DISC FILES, TAPES, MEMORIES, ETC. LOST DURING THE COURSE OF PERFORMANCE OF MAINTENANCE SERVICE.

## 14. General

Coker Consulting agrees not to adjust the specified monthly and other charges or per call rates and terms in effect on the effective date of this agreement as listed in Exhibit "C" attached hereto and made a part hereof whether the equipment specifications, attachments, or features of any type of equipment are changed or unchanged without the prior written consent of "YOUR COMPANY". In the absence of such prior consent, "YOUR COMPANY" has the right to immediately terminate the Agreement without any further liability to Coker Consulting

Neither party is responsible for any failure to render service due to strikes or causes reasonably beyond its control.

Coker Consulting shall provide "YOUR COMPANY" with loaner equipment of like quality, capability and compatibility to that of any equipment which must be sent to Coker Consulting Service Center for repair or replacement of maintenance parts or if such

maintenance parts are not immediately available for on-site replacement ("Loaner Equipment"). Such Loaner Equipment shall be delivered and in operation at "YOUR COMPANY" within Twenty-four (24) hours of Coker Consulting determination that such replacement maintenance parts are not available for immediate on-site replacement or that service center repair is required. The customer represents that it is the owner of the equipment subject to this agreement or, if not the owner, that it has the authority to enter into this agreement.

This agreement is not assignable by either party without the prior written consent of the other party. Any attempted assignment without prior written consent shall be void.

Either party may terminate this agreement at any time following receipt of written notice to the other party and a period of thirty (30) days to cure the alleged failure of the other to comply with any of the terms and conditions of this agreement. Coker Consulting reserves the right to terminate maintenance service immediately in the event customer is in default under any agreement with Coker Consulting following customer's receipt of written notice and failure to cure such default within the aforementioned thirty (30) day period to cure. This agreement will terminate immediately and all charges due hereunder will become immediately due and payable in the event that either party hereto makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against either party under any law having for its purpose the adjudication of either party as bankrupt or the reorganization of either party, as the case may be.

Any notice or communication given hereunder shall be in writing and mailed, if to Coker Consulting, to the address of Coker Consulting, office shown on the face of this agreement, and if to the customer, to the address of the customer shown on this agreement, or to such other address as such party shall have heretofore designed by notice in writing. Unless otherwise provided, any such notice, if mailed properly addressed and postage prepaid, shall be deemed given upon the third business day following deposit in the United States mail.

This agreement shall be governed by the laws of the Pennsylvania and constitutes the entire agreement between Coker Consulting and the customer with respect to the furnishing of Coker Consulting on-site maintenance service and computer service center. No provision of this agreement shall be deemed waived, amended or modified by either party unless such waive, amendment or modification be in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.

The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the customer for the repair or maintenance of the equipment.

Customer acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Further, customer acknowledges that this agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all

other communications between the parties relating to the subject matter of this agreement.

Any written consent required hereunder shall not be unreasonably withheld.

In witness whereof, the parties hereto have hereunder set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

"YOUR COMPANY HERE"

BY \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Coker Consulting

BY \_\_\_\_\_

## EXHIBIT "B"

May 20, 1996

Below is a list of holidays that are observed by Coker Consulting where no one will be available for service calls.

New Year's Day

Memorial Day

Independence Holiday

Labor Day

Thanksgiving Holiday November 22 and 23, 2000

Christmas Holiday December 25 and 26, 2000

## EXHIBIT "C"

Reference Maintenance Agreement Item 2, 4b, 7 and item 11.

Travel expenses -- \$50.00 travel charge for service outside 30 mile radius of Center City of Orlando.

Overtime -- for service other than 8:00 am to 5:00 pm, Monday through Friday there is a minimum charge of \$250.00 for first hour, then \$125.00 per hour for each additional hour.

Regular call rates \$125.00 minimum for first hour plus cost of parts.

Inspection charge is \$125.00 minimum for the first hour (plus parts) and \$125.00 for each additional hour.

The above charges are in effect as of date of this letter.

Hourly rates may be discounted if retainer contract is also purchased.

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**NOTE:** To Arrange For Placing Your Hardware Under a Similar Contract, email us at [info@cokerconsulting.com](mailto:info@cokerconsulting.com).