

**ANNUAL MAINTENANCE AGREEMENT
TERMS AND CONDITIONS**

In consideration of the CUSTOMER'S full payment of the basic maintenance charges, in advance of the term of the agreement and any additional charges when billed, all at the rates prescribed by **MONROE** from time and time, **MONROE** agrees to repair or replace each item of equipment, at **MONROE'S** sole option, shown on the Equipment List of this agreement, subject to the terms and conditions herein provided.

HARDWARE MAINTENANCE SERVICE:

MONROE shall provide maintenance services during **MONROE'S** normal business hours 8:30 AM to 5:00 PM Monday through Friday excluding holidays, as follows:

- A. Maintenance shall include lubrication, cleaning, adjustments, and replacement of parts as may be deemed necessary by **MONROE**.
- B. Maintenance shall be performed at **MONROE'S** Factory Repair Center.
- C. Parts required shall be furnished on an exchange basis and replaced parts become the property of **MONROE**.
- D. Machine Condition: Equipment listed must be in good operating condition on the effective date of this agreement. Equipment is subject to inspection and repair at the CUSTOMER'S expense prior to acceptance of this agreement.
- E. This maintenance agreement EXCLUDES:
 - a. The cost of and service calls generated as a result of operator error, incorrect data entry, application/system software or media problems. **Software, Software Support and Customer Support pertaining to Software are not covered under this agreement.**
 - b. Re-creation of data lost for any cause whatsoever.
 - c. Maintenance or repair made necessary by accident, misuse, neglect, negligent, willful or intentional acts, interconnecting or use of unauthorized equipment, attachment or parts, or supplies (including, without limitation, paper) not meeting applicable specifications, repair or alterations by unauthorized personnel, change of equipment location, failure to meet environmental, telecommunications or electrical power requirements or the interruption or impropriety thereof, damage resulting from accident, fire, flood, earthquake, or other acts of God, acts of third parties, or any cause other than normal use of the equipment.
 - d. The cost of the following items:

• Paper	• Ribbons
• Consumable items	• Other Supply Items

for which the CUSTOMER will bear all costs.
- F. **MONROE** may, at its option, remove any of the equipment covered by this agreement from the CUSTOMER'S premises for the performance of repairs.
- G. **DISCLAIMER'S OF WARRANTY, EXCLUSION OF LIABILITY AND LIMITATION OR REMEDY - MONROE MAKES NO WARRANTY OF ANY KIND WITH REGARD TO SERVICES PERFORMED AND GOODS DELIVERED UNDER THIS AGREEMENT WHETHER EXPRESS, IMPLIED, RELATING TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. MONROE SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY, PERSON OR ORGANIZATION FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE FURNISHING OR FAILURE TO FURNISH GOODS DESCRIBED BY THIS AGREEMENT WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE FORESEEABLE OR FORESEEN, OR ARE CLAIMED TO ARISE BY REASON OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHER LEGAL THEORY, IN NO CIRCUMSTANCES SHALL MONROE'S LIABILITY TO CUSTOMER EXCEED THE AMOUNT WHICH CUSTOMER HAS PAID TO MONROE WITH RESPECT TO THE PARTICULAR PIECE OF EQUIPMENT UNDER THIS AGREEMENT.**
- H. This document states all the terms and conditions of the CUSTOMER Maintenance Agreement and may not be amended except by written amendment accepted in writing by **MONROE** at its home office.
- I. This Maintenance Agreement is non-transferable and is governed by the laws of the State of New York. The term of this agreement shall commence from the effective date and shall be for a period of twelve (12) months. This agreement will be automatically renewed each year following expiration of its term, for a one year term, at rates in effect at time of renewal unless the renewal of the agreement is cancelled in writing at least thirty (30) days prior to expiration of the then current term by either party. When so canceled, **MONROE** will be relieved of all obligations stated in this agreement as of the expiration of the then current term. **MONROE** reserves the right to terminate this agreement immediately in the event CUSTOMER has any unpaid outstanding accounts with **MONROE**, and at any time upon thirty (30) days notice.
- J. If CUSTOMER fails to pay any basic maintenance charge when due, **MONROE'S** obligations stated in this agreement shall cease as of the expiration of the term for which basic maintenance charges have been paid. In addition, if CUSTOMER fails to pay any additional charges hereunder when due, **MONROE'S** obligations stated in this agreement shall immediately cease. In the event of termination of **MONROE'S** obligation hereunder for any reason, CUSTOMER shall pay **MONROE** on a time and material basis, at **MONROE'S** rates then in effect, for all services performed during the current term and thereafter. CUSTOMER shall receive credit towards such time and material services in the amount of any prepaid portion of the current term after deduction of any unpaid charges from such amount. Prepaid unexpired portion, as used herein shall be determined by **MONROE** on a prorata basis.