

## MAINTENANCE AGREEMENT

BETWEEN

[NAME OF SUPPLIER]  
("Supplier")

- and -

Customer: \_\_\_\_\_

Installation Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Supplier agrees to sell to Customer and Customer agrees to accept Supplier's data processing equipment maintenance service for the equipment listed below subject to the following terms and conditions:

**1. Initial term**

[State length of term]

**2. Equipment and charges schedule**

[list of equipment and charges]

**3. Effective date and term**

- (a) This agreement will be effective upon execution by Supplier. The maintenance term will commence on the date established for the commencement of charges in paragraph 4(b) and shall run for the period indicated in paragraph 1, and thereafter subject to termination by either party on \_\_\_\_\_ days prior written notice.
- (b) Upon commencement of the term, Supplier's obligation to Customer under any prior Supplier maintenance service agreement for the equipment in paragraph 2 will cease and neither Customer nor Supplier will have any further obligation to the other in connection with the prior agreement except for payment by Customer for charges incurred under it.

**4. Charges and terms of payment**

- (a) Monthly maintenance charges during the first year of this agreement will be the amounts indicated in paragraph 2. Monthly maintenance charges thereafter shall be subject to increase by Supplier upon ninety (90) days prior written notice of its general intent to increase these charges, but in no event will the monthly maintenance charges exceed Supplier's then current published commercial prices.
- (b) For newly installed equipment, the monthly maintenance charge for each unit of equipment will commence on the date that the unit is installed and ready for use as determined by Supplier. For equipment already installed, the monthly maintenance charge will commence on the date of execution of this agreement by Supplier.
- (c) The monthly maintenance charge, and any additional monthly charges, will be invoiced in advance on the first day of each month and will be payable by Customer within thirty (30) days from date of invoice. The monthly maintenance charge for a fraction of a calendar month will be prorated on a thirty (30) day basis.

- (d) If installation of a unit of equipment is delayed by Customer for more than \_\_\_\_ days from the date of shipment, Supplier reserves the right to charge for any costs incurred in making the equipment ready for use prior to it going on maintenance.
- (e) Customer will pay, or reimburse Supplier, for all provincial and federal taxes imposed on Customer or Supplier on any interest in or service provided or upon this agreement.
- (f) Any other charges will be invoiced to Customer as incurred and will be due and payable upon receipt of invoice.
- (g) Customer agrees that Supplier reserves the right to apply a service charge, at rates designated from time to time but not in excess of the lawful maximum, on accounts unpaid after their due dates.
- (h) Maintenance service requested outside the Principal Period of Maintenance or contracted extensions of it, and at any time on statutory holidays will be provided in accordance with Supplier's hourly rates and policies then in effect.
- (i) Maintenance service provided at Supplier's hourly rates will be subject to a minimum time charge of \_\_\_\_ hours excluding travel time to and from site of installation. Charges will be computed to the nearest 1/10th of an hour.