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Start date:

MANAGED PRINT SERVICE AGREEMENT

CUSTOMER INFORMATION

FULL LEGAL NAME OF COMPANY STREET ADDRESS

CITY STATE ZIP PHONE FAX

BILLING NAME (IF DIFFERENT FROM ABOVE) BILLING ADDRESS

CITY STATE ZIP FEDERAL TAX ID# EMAIL

PREMIUM MPS Contract (includes all parts, labor, toner and drums; excludes paper and staples).

EQUIPMENT AND PAYMENT INFORMATION

				UNIT PRICE / PER	EXTENDED AMOUNT
					Each
				Subtotal	\$ 0.00
Includes Minimum No. of Images- B&W		Excess Image Charge - B&W*		Tax	\$ 0.00
Includes Minimum No. of Images- Color		Excess Image Charge - Color*			
*Plus applicable taxes				Balance Due	\$ 0.00

DCA method:
 KFS PRTA SDS EPSN Base Schedule Monthly Bi-Annually Quarterly Annually
 Other (below)* *if checked please see item 14 Overage Schedule Monthly Bi-Annually Quarterly Annually

Disclaimer: If, due to the age of your equipment, at any time during this contract, we are unable to acquire parts or supplies for your machine, we will credit your account with the unused portion of the agreement

ORDER AGREEMENT ACCEPTANCE

I have read and understand the terms and conditions (see back) of this agreement.

CUSTOMER (COMPANY NAME)	X	AUTHORIZED SIGNATURE	TITLE
		PRINT NAME OF SIGNOR	DATE
AUTOMATED BUSINESS PRODUCTS	X	ABP AUTHORIZED SIGNATURE	TITLE
ABP ACCOUNT MANAGER		PRINTED NAME	DATE

Exhibit D -- Service Maintenance Agreement Terms and Conditions

1. Automated Business Products (ABP) will provide maintenance service for copiers, printers, facsimiles and multi-function machines under the terms of this agreement for machines specifically listed on this agreement. ABP may provide preventive maintenance calls in conjunction with regular emergency calls. Installation of toner, staples and certain image units are key-operator functions and are the customer's responsibility.
2. Paper and staples are not covered by this agreement. Image units for facsimile and printers are not covered. Fiery or other non-OEM print control devices or support are not covered by this agreement unless specified.
3. ABP will provide toner and developer to customers with premium MFP agreements. ABP reserves the right to charge for toner in excess of manufacturer's expected yields which are based on page coverage of 5% print, 6% copy or 20% color (5% per color – CMYK). Toner provided under this agreement stored at customer location is the property of ABP. ABP reserves the right to take a physical inventory of stored toner during normal business hours. Covered supplies in customer possession at contract termination must be returned to ABP. Customer will be charged per supply delivery (standard, overnight and same day) at then current ABP rates.
4. Service calls provided by this agreement will be made by ABP during ABP normal business hours. Normal Business hours are 8:00 a.m. to 5:00 p.m. Mountain Time, Monday-Friday except for legal holidays. Customer agrees to provide adequate operating and maintenance space for machines on this agreement. Customer agrees to provide manufacturers specified electrical outlets(s) excluding, but not limited to proper voltage, amperage, grounding and dedicated circuits within 7 feet of machine. If machine is a network capable device, Customer agrees to furnish properly wired LAN connections and RJ-45 patch cables within 10 feet of machine.
5. ABP will provide without charge, replacement of parts, which have been worn or broken due to normal usage or premature failure due to machine circumstances beyond the control of the customer. Panels, covers, doors, latches, platen glass, control panels or other parts, labor or consumables requiring replacement due to abuse neglect, operator error, unauthorized movement, fire, water damage, vandalism, electrical failure or power surge, or other similar instances, or due to unauthorized service and non OEM supplies are not covered and will be invoiced at published ABP retail rates. Damages to electrical components, circuit boards, etc are not covered unless the machine is protected by approved power filter furnished by customer. Non- OEM Supplies are not covered and will void this agreement.
6. Movement of covered equipment to an address other than the address listed on the front of this agreement must be authorized by ABP service manager in writing for machine(s) to remain covered by this agreement. Machines moved outside of ABP's normally covered service zones might be removed from ABP maintenance coverage without refund. ABP reserves the right to impose a surcharge for machines moved within ABP service zones but substantially farther than originally contracted. This agreement is between ABP and customer listed on the reverse side of this page. Transfer or assignment of this contract shall not occur without written approval by ABP service manager.
7. When service beyond the scope of this agreement becomes necessary, including computer network support or software installation, ABP will notify customer and submit a cost estimate whenever possible. Once such work is authorized, ABP will invoice and customer agrees to pay for these services. If customer decides against recommended work or delays in authorization, ABP may suspend or terminate maintenance coverage without refund until successful resolution is reached and approved by ABP service manager in writing. This includes print driver installation, scanning issues and other issues in customer network, not related to the device.
8. If ABP determines that the equipment or accessories covered by this agreement cannot be repaired by normal maintenance due to extensive total copy volume, advanced age of equipment, or operation in excess of manufacturer specifications, refurbishment of machine may become necessary to maintain coverage by this agreement. Rebuilds are not covered under this agreement and must be authorized by customer to retain coverage by agreement. If customer does not authorize refurbishment, ABP may discontinue agreement immediately with written notice and may return a portion of any prepaid payments on a prorated basis at ABP service manager's discretion.
9. All taxes applicable to this agreement are the responsibility of the customer. State and local sales taxes will be invoiced by ABP regardless of whether they are listed on this document. Tax-exempt customers agree to provide ABP with a valid tax-exempt or resale certificate on a timely basis.
10. Agreement invoiced monthly or quarterly are subject to administrative processing fee. If customer defaults on any payments of this agreement, ABP shall be entitled to all expenses of collection including reasonable attorney fees, whether or not a suit is brought, plus an interest or finance charge of 1 and 1/2% per month (18% per annum) of the outstanding balance. ABP reserves the right to disable any equipment when agreement default reaches 30 days or longer.
11. This agreement (consisting of the price and billing cycle/signature page and these terms and conditions) constitutes the entire agreement between the customer and ABP with respect to the service of machines listed on the front side. This agreement shall be deemed to accurately represent the intent of parties, notwithstanding any variance with the terms and conditions of any order submitted by customer in respect to ABP service, of any oral representation made by any ABP representative.
12. This agreement shall remain in full force and effect for successive coverage periods but may be terminated at any time with a 30-day written notice to the other party or as provided for in paragraph 8. Customer agrees to pay all charges which have accrued should customer cancel the agreement at a date other than the renewal date which is specified on the front of this document. Unless originally contracted for multiple years at a fixed rate as specified on the front of this agreement, copy volumes will be reviewed and automatically adjusted accordingly each year. Rates may also be adjusted to reflect volume changes, age of equipment, increased costs to ABP or other circumstances as determined by ABP. This agreement automatically renews unless Customer provides 30 days written notice of cancellation. ABP reserves the right not to renew this agreement for machines, in ABP's sole discretion it believes to be in need of a service overhaul or has exceeded its useful life as determined by ABP service personnel. If customer cancels this agreement, ABP reserves the right to recapture any services that were rendered but not invoiced.
13. This agreement does not provide coverage, or place liability or obligation to ABP for Customers computers network operations (LAN, WAN, peer-to peer, etc.) support, repair, installations, upgrades or failures. ABP's responsibilities under this agreement shall be limited to that of the output devices (printers, multi –functional machines). When necessary for purposes of output device repair, software or firmware upgrades, driver interfaces installation for similar procedures, customer agrees to provide ABP technical personnel with assistance by, or access to a qualified network administrator at customer's expense. Should such support be unavailable, ABP technical staff may be unable or limited in their testing, troubleshooting or intended services and therefore not liable for failure of output devices to perform properly, which may incur a fee. Cables, connectors, hubs, routers, switches and similar network components and the support thereof remain the responsibility of the Customer. If ABP has to perform any technically related services that customer is unable to furnish as previously mentioned, these services will be billed at a rate of \$150 per hour. If any software applications are installed on machine(s), and SmartSupport is declined, customer may incur an annual \$99 support fee. If SmartSupport is accepted, it will be billed At \$19.95 per month.
14. Data Collection Agent (DCA): The Customer agrees to allow ABP to install data collection software for the purpose of automating the capture of device counts, supplies replenishment and support. If ABP is unable or not allowed to install the DCA to automatically collect the meter information, ABP will charge a \$10 additional monthly fee to manually collect the meters. If for any reason ABP has to physically appear at customer location to capture a meter, customer will be subject to a \$50.00 fee. ABP has the right to estimate meters if unable to collect them within 5 business days of the due date.
15. SCANS: Scans in excess of ½ of print/copy volume accumulated during contract billing period will be charged @ \$.003 per scan (example; 1000 chargeable scans @ .003 = \$3.00).
16. Consent to law, jurisdiction, and venue. This Agreement shall be deemed fully executed and performed in the state of Colorado and shall be governed by and construed in accordance with its laws. If ABP or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably decrees that any such matter may be adjudged or determined in any court or courts in the state of Colorado and county of Arapahoe or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of ABP or its Assignee. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Customer Signature Date

Date