# Maintenance Service Agreement

This Maintenance Service Agreement ("Agreement") is made and entered into as of [Effective Date], by and between:  
  
Client: [Client Name], with its principal place of business at [Client Address].  
  
Service Provider: [Service Provider Name], with its principal place of business at [Service Provider Address].  
  
WHEREAS, the Client owns an IMBL Scanner ("Equipment") located at [Equipment Location] and desires to engage the Service Provider for maintenance services;  
  
WHEREAS, the Service Provider agrees to provide maintenance services for the Equipment under the terms and conditions set forth herein;  
  
NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

## 1. Scope of Services

The Service Provider shall perform the maintenance services detailed in Exhibit A attached hereto ('Services') for the Equipment.

## 2. Term

This Agreement shall commence on [Start Date] and shall continue for a period of [Term Length] unless terminated earlier in accordance with this Agreement.

## 3. Compensation

The Client agrees to pay the Service Provider as outlined in Exhibit B, which includes hourly rates for Level One, Two, and Three support services. Payment Terms: Payments are due within 30 days of receipt of invoice.

## 4. Service Provider Responsibilities

Perform Services in a professional and workmanlike manner. Comply with all applicable laws, regulations, and industry standards. Provide all necessary labor, tools, and equipment to perform the Services. Maintain necessary licenses and certifications.

## 5. Client Responsibilities

Provide the Service Provider with reasonable access to the Equipment and facilities. Ensure the Equipment is in suitable condition for maintenance. Promptly inform the Service Provider of any issues with the Equipment.

## 6. Confidentiality

The Service Provider agrees to maintain the confidentiality of any proprietary information received during the course of this Agreement and shall not disclose it without the Client's written consent.

## 7. Warranties and Representations

The Service Provider warrants that all Services will be performed in accordance with industry standards. The Client warrants that it has the authority to enter into this Agreement and to permit the Service Provider to perform the Services.

## 8. Indemnification

Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising out of any breach of this Agreement or negligence.

## 9. Limitation of Liability

Neither party shall be liable for any indirect, incidental, or consequential damages arising out of this Agreement.

## 10. Insurance

The Service Provider shall maintain adequate insurance coverage, including general liability and workers' compensation insurance, and provide proof upon request.

## 11. Termination

For Convenience: Either party may terminate this Agreement with 30 days' written notice. For Cause: Either party may terminate immediately upon breach of this Agreement by the other party, provided the breach is not cured within 15 days of written notice.

## 12. Force Majeure

Neither party shall be liable for delays or failures in performance resulting from acts beyond its reasonable control.

## 13. Dispute Resolution

Any disputes arising under this Agreement shall be resolved through mediation before resorting to litigation.

## 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

## 15. Entire Agreement

This Agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.

## 16. Amendments

Any amendments to this Agreement must be in writing and signed by both parties.

## 17. Severability

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

## 18. Notices

All notices under this Agreement shall be in writing and sent to the addresses specified above.

## 19. Service Level Agreement (SLA)

The Service Provider agrees to meet the performance standards outlined in this Service Level Agreement:  
  
 19.1. Availability  
 - Uptime Guarantee: The Service Provider guarantees that the Equipment will be operational and available for use at least 99% of the scheduled operating hours per month.  
 - Downtime Calculation: Downtime is calculated from the time the Client notifies the Service Provider of an issue until the Equipment is restored to full operational status.  
  
 19.2. Response Times  
 - Emergency Maintenance: For critical issues that render the Equipment non-operational, the Service Provider shall respond within 2 hours of notification and commence repairs within 4 hours.  
 - Routine Maintenance Requests: For non-critical issues, the Service Provider shall respond within 24 hours and schedule service within 48 hours.  
  
 19.3. Repair Times  
 - Critical Repairs: Critical issues shall be resolved within 8 hours from the time of initial response.  
 - Non-Critical Repairs: Non-critical issues shall be resolved within 72 hours from the time of initial response.  
  
 19.4. Performance Standards  
 - Quality of Service: All maintenance work shall meet or exceed manufacturer specifications and industry best practices.  
 - Qualified Personnel: Only technicians certified and trained on the IMBL Scanner shall perform maintenance and repairs.  
  
 19.5. Reporting  
 - Maintenance Reports: The Service Provider shall provide detailed reports after each service visit, including work performed, parts replaced, and any recommendations.  
 - Monthly Summary: A monthly summary report outlining uptime statistics, incidents, and maintenance activities shall be provided to the Client.  
  
 19.6. Penalties  
 - Service Credits: If the Service Provider fails to meet the uptime guarantee or response and repair times specified, the Client is entitled to service credits as follows:  
 - Uptime below 99% but above 95%: Credit of 5% of the monthly fee.  
 - Uptime below 95%: Credit of 10% of the monthly fee.  
 - Missed Response Time: Credit of 2% of the monthly fee per incident.  
 - Missed Repair Time: Credit of 3% of the monthly fee per incident.  
  
 19.7. Exclusions  
 - Scheduled Maintenance: Downtime during agreed-upon scheduled maintenance windows.  
 - Force Majeure Events: Downtime resulting from events beyond the Service Provider's control.  
 - Client Actions: Downtime caused by the Client's negligence or unauthorized modifications to the Equipment.