



Annual Maintenance Plan Agreement

This Annual Maintenance Plan Agreement ("Agreement") is entered into on [Effective Date], (the "Effective Date"), by and between One-Touch Automation, a company duly organized and existing under the laws of Indiana, with its principal place of business at 135 Penn St. Westfield, IN. 46074 (hereinafter referred to as "Provider"), and [Client's Name], an individual/company, with its principal place of residence/business at [Client's Address] (hereinafter referred to as "Customer").

WHEREAS, Customer has purchased and is the owner of certain high-end residential technology systems and equipment (the "System") installed by Provider at [Client's Property Address], and

WHEREAS, Provider offers annual maintenance services to ensure the reliability, security, and optimal performance of the System,

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereby agree as follows:

1. Support Services

Included Service(s):

- 1.1. System Inspections: Regular check-ins, diagnostics, and preventive tasks to maintain reliable operation of the System
- 1.2. Security Updates: Installation of security patches and updates to protect the System against known vulnerabilities.



- 1.3. Network Updates: Maintenance and updates of the network infrastructure supporting the System to ensure optimal performance.
- 1.4. Software Updates: Installation of software updates and upgrades for the System components as necessary to maintain functionality and security while adding system enhancing features.
- 1.5. Equipment Cleaning: Cleaning and maintenance of equipment racks and equipment areas to prevent dust buildup and maintain the cleanliness and functionality of the System. (Add requirement for clean room)
- 1.6. System Support: On-site and remote technical support if unforeseen issues arise.

Annual System Renewals:

- 1.7. Provider will purchase the following annual subscriptions based on Customer needs:
 - 1.7.1. Savant Essentials: **INCLUDED**

Service Expectations:

- 1.8. Provider shall provide such service during the term identified below. Maintenance required will be performed during normal business hours. Normal business hours being Monday through Friday from 8:00 AM to 5:00 PM EST, excluding Provider's scheduled holidays. Provider will provide preferred service status with priority scheduling in the event that the Customer calls for time and material service. Provider's maintenance service shall:
 - 1.8.1. Includes maintenance labor as outlined in **Appendix A** (see attached) of all current manufactured system components.
 - 1.8.2. Includes unlimited remote support labor. (100% discount)



- 1.8.3. Includes twelve (12) hours of service labor associated with In-Town service calls for the term of this agreement. (100% discount) *
- 1.8.4. Coordinate with other contractors as necessary.
- 1.8.5. Access equipment remotely with approval from Customer to perform tasks as noted in Appendix A.
- 1.8.6. Provide component firmware updates as necessary.
- 1.8.7. Provide software updates as necessary.
- 1.8.8. Provide the labor to keep the equipment in good working order during the term of this Agreement.
- 1.8.9. Does not assure against interruptions in operation of the equipment.

* In-town Customer site is defined as within 60 miles of the One-Touch Automation office.

Consumable Parts:

- 1.9. Parts deemed “consumable” at unpredictable, varying intervals are not included in this contract. These parts will be billed on an as-needed basis.
 - 1.9.1. UPS back-up batteries
 - 1.9.2. Security panel back-up batteries
 - 1.9.3. Security sensor batteries
 - 1.9.4. Remote control batteries
 - 1.9.5. Wireless shade batteries

Exclusions:

- 1.10. Equipment covered under this Agreement must be in good working order, satisfactory to Provider, prior to commencement of Provider's obligations hereunder. Furthermore, service, maintenance or repair of Equipment under this Agreement shall not include service, maintenance or repair caused by:
 - 1.10.1. Customer’s negligence



- 1.10.2. Theft, abuse, fire, flood, wind, lighting, unreasonable power line surges, or acts of God or public enemy.
- 1.10.3. Improper wiring, installation, repair or alteration of Equipment by persons unauthorized by Provider.
- 1.10.4. Use of any Equipment for other than the ordinary use for which such Equipment was designed or the purpose for which such Equipment was intended.
- 1.10.5. Failure to provide a suitable operating environment as prescribed by Provider or by an Equipment manufacturer, including, without limitation, with respect to electrical power, air conditioning and humidity control.
- 1.10.6. Service, maintenance, or repair resulting from configuration changes made or attempted by persons unauthorized by Provider is excluded from this Agreement.

2. Term

This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") unless either party provides written notice of termination at least thirty (30) days before the end of the Initial Term or any Renewal Term. A renewal notice will be sent out thirty (30) days prior to the previous term expiration.

3. Payment

Customer shall pay Provider an annual maintenance fee of [Annual Fee Amount] for the maintenance services described in Section 1. Payment shall be due [Payment Terms] from the Effective Date and annually thereafter during the term of this Agreement.



4. Limitation of Liability

In no event shall Provider be liable for any indirect, consequential, special, or punitive damages arising out of or in connection with this Agreement, including but not limited to loss of data, loss of use, or loss of profits. (Include 3rd party vendor causes)

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Indiana. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located within [Your Jurisdiction].

6. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties.

IN WITNESS WHEREOF, the parties hereto have executed this Annual Maintenance Plan Agreement as of the Effective Date.

[Your Company Name]

By: _____
[Your Name]



[Your Title]

[Date]

[Client's Name]

By: _____

[Client's Name] (if an individual) or

[Authorized Signatory's Name] (if a company)

[Date]

(Side by side)