

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 "Company"), and [Client's Name], an individual/company, with its principal place of residence/business at [Client's Address] (hereinafter referred to as "Client").

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

WHEREAS, Company 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. Maintenance Services

Company shall provide annual maintenance services for the System, including but not limited to:

- 1.1. System Reliability: Regular inspections, diagnostics, and preventive maintenance to ensure the 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.
- 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.

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.

3. Payment

Client shall pay Company 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 Company 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.

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]