

MSRNE MASTER SERVICES AGREEMENT

1 JAN 2017

KEVIN RHEAUME



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www.msrne.com

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1. SERVICE PROVIDED:

- a) MSRNE provides several different types of service. The level of service provided to the customer under this agreement is indicated by the plan type of page labeled “equipment contract maintenance list”.
- b) Unscheduled remedial maintenance services, including necessary adjustments and replacement or repair of parts rendered unserviceable in ordinary use.
- c) Preventive maintenance service according to schedule of plan chosen by customer.

2. MAINTENANCE SERVICE NOT INCLUDED ARE:

- a) Services made necessary in the opinion of MSRNE by alteration of the equipment by anyone other than MSRNE representative.
- b) Consumables defined by any expendable items by design needing frequent refreshing/replacing/refilling including but not limited to: batteries, toner, ink, ribbons magnetic media, print wheels, paper supplies, ribbon shields, print heads and any other parts considered expendable by the manufacturer.
- c) Damaged to machines caused by: acts of god (flood, fire, natural disasters) power anomalies, malfunctioning consumables (unless consumables are purchased from MSRNE) , acts of terrorism, vandalism, or actions deemed criminal in nature.

3. ON-SITE SERVICE:

- a) Unless otherwise contracted, on-site service will be provided at the customer’s location during MSRNE’s normal working hours (8am to 5pm Monday through Friday, except legal holidays) and in accordance with plan type chosen by customer.

4. PARTS REPLACEMENT:

- a) MSRNE will furnish all replacement parts necessary for the maintenance of the customer equipment. Except for items mentioned in item “2” above.



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b) Shipping for replacement parts will be performed per the following schedule:

(24) Hour Response	UPS of FedEx Ground Transport or equivalent
(4) Hour Response Time	2 Day Air Delivery*
(7x24) 4 Hour Response Time	Next Day Air Delivery*

5. SERVICE OUTSIDE NORMAL WORKING HOURS:

a) Service required to be performed outside normal working hours (8am to 5pm, Monday through Frisay, except legal holidays) and not specified as accepted for 24 hour 7 day coverage will be billed to the customer at the current MSRNE billing rate. Which can be found at: www.MSRNE.com/rates

6. SERVICE CALLS WHERE NO TROUBLE IS FOUND:

a) If the customer requests a service call, and no trouble is found, the customer may be billed for the service at the current MSRNE billing rate.

7. 24 HOUR RESPONSE TIME:

a) MSRNE will respond to a service request within 24 hours from time of request.

8. 4 HOUR RESPONSE TIME:

a) MSRNE will respond to a service request within 4 hours from time of request.

9. 2 HOUR RESPONSE TIME:

a) MSRNE will respond to a service request within 2 hours from time of request.



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10. 24 HOURS 7 DAY SERVICE 4 HOUR RESPONSE TIME:

- a) This service will be provided only on selected equipment chosen by customer and accepted by MSRNE.

11. EXCUSED PERFORMANCE:

- a) MSRNE shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service, resulting from acts of god, civil or military, transportation delays, inability to obtain materials or parts from suppliers, or any other force majeure beyond its reasonable control.

12. LIMITATION OF LIABILITY:

- a) MSRNE shall not be liable for special, incidental, or consequential damages in connection with or servicing of any equipment, including but not limited to loss of profits or revenue, loss of use of equipment, or any other down line costs. In addition, liability with respect to property damages or injury (including death) to persons arising out of or connected with services performed under this agreement, is limited strictly to that imposed by law, and there is no contract imposing any other greater degree of liability of MSRNE.

13. MODIFICATION:

- a) No modification or amendment of this agreement will be binding on either party unless in writing and signed by an authorized representative or officer of each party.

14. TRANSFER OF EQUIPMENT:

- a) In the event that equipment described on the equipment schedule, is subsequently removed by an entity other than MSRNE to another location from which it was originally inspected, then such equipment shall be excluded from the terms of this agreement beginning on the date and time of its removal.



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- b) Transferred equipment will be eligible for contract maintenance after said equipment has been inspected by MSRNE as outlined in item 17 of this document
- c) Any provisions for service equipment at a location other than the location stated in the location column of the equipment schedule, must be made in writing, signed by both parties and attached to this agreement.

15. SOFTWARE AND DATA:

- a) When applicable, the customer is required to purchase software licensing support from the manufacturer.
- b) In the event that the software licensing has lapsed, whether as a result of obsolescence of hardware or a business decision not to renew. MSRNE will service hardware on a best-effort basis.
- c) MSRNE will not be held responsible for the use of outdated, unsupported, unlicensed or withdrawn from market, software used by the customer.
- d) Under no circumstances will MSRNE be responsible for data loss on any machine on contract.
- e) MSRNE will not be held responsible for deficiencies uncovered as a result of any software audit.

16. INITIAL CONDITION OF EQUIPMENT:

- a) This agreement shall not become effective until the equipment described on the equipment schedule has been inspected by MSRNE and certified to be in good working order and condition. The inspection and any parts required for repair of said equipment shall be performed and supplied by MSRNE. The cost of any parts used in repair shall be the responsibility of the customer.

17. CHARGES:

- a) The monthly charges for the maintenance service selected by customer is set forth on the equipment schedule.



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18. SUBCONTRACTOR:

- a) To the extent that MSRNE delegates or subcontracts any of its obligations under this agreement to any third party, including an MSRNE affiliate, business partner or other subcontractor, MSRNE shall remain fully responsible for the provision of services by each MSRNE affiliate, business partner and other sub-contractor, each entity's compliance with the terms of this agreement, and for the acts and omissions of these entities and their employees and agents.
- b) MSRNE shall be responsible for all payments to MSRNE affiliates, business partners and other subcontractors hereunder.

19. TERMS AND TERMINATION:

- a) This agreement shall remain in effect for 1 year(s) from the effective commencement date listed on the signature page after which time it will automatically be renewed on the anniversary date unless MSRNE is notified by the customer in writing at least 30 days in advance. This agreement remains valid provided that the customer shall pay the charges for the equipment maintained hereunder.

20. JURISDICTION:

- a) This agreement shall be governed by the laws of jurisdiction in the state of Maine.

21. ENTIRE AGREEMENT:

- a) This agreement contains the entire agreement of MSRNE and the customer. No representations, inducement, promises, negotiations, or agreements, oral or otherwise, not contained herein shall be any force of effect.

22. CHANGES TO THIS MASTER SERVICES AGREEMENT:

- a) From time to time this msa may be updated to reflect changes in regulatory or business environment. For the most current msa please visit ww.MSRNE.msa



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23. AGREEMENT RENEWALS AFTER TERMINATION

- a) Within one (1) year of contract termination, the charges for maintenance will be assessed from the date of termination. Equipment being returned to maintenance after one year of no-coverage will be subject to the same on-boarding process as a new service agreement.

24. EQUIPMENT CONTRACT MAINTENANCE LIST

Agreement is made as of 2 January 2017 and between Managed Services and Repair of New England, LLC. (herein referred to as “MSRNE”) and _____ (herein referred to as the customer). MSRNE agrees to provide maintenance service to the equipment listed below and in accordance with the conditions set forth in this service agreement above.

EQUIPMENT SCHEDULE 1

TYPE/MODEL	DESCRIPTION	SERIAL #	P L A N	24HR	LOCATION IF DIFFERENT THAN ABOVE	MONTHLY FEE



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	Total Monthly Fee					

* Sales tax will be added.



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25. CONTRACT ACCEPTANCE

Commencement Date:

First Day of Charge:

ACCEPTED BY:

Managed Services and Repair of New England, Inc.

Customer

By: _____

By: _____

Title: _____

Title: _____

Signed: _____

Signed: _____