

CONTRACT MONITORING AGREEMENT

Location: _____ Effective Date: _____

Parties:

Monitoring Service Provider: _____

Client: _____

Scope of Services:

The Service Provider agrees to provide continuous monitoring services as detailed in this Agreement, including but not limited to data collection, analysis, reporting, and alerting for the Client's specified assets or operations. Services shall be performed in accordance with industry standard practices and all applicable laws and regulations.

Service Levels and Performance:

The Service Provider shall maintain performance standards including uptime, data accuracy, and timely notifications. Specific service level metrics and remedies for non-compliance are enumerated in the attached Schedule A (Service Level Agreement).

Fees and Payment Terms:

The Client agrees to pay the fees as set forth in Schedule B. Payments shall be made within thirty (30) days of invoice receipt. Late payments shall accrue interest at the rate of 1.5% per month or the maximum allowed by law, whichever is less.

Term and Termination:

This Agreement shall commence on the Effective Date and continue until terminated by either party with thirty (30) days written notice. Termination for cause may be immediate upon material breach not cured within fifteen (15) days of notice.

Confidentiality:

Each party agrees to keep confidential all proprietary information disclosed in connection with this Agreement and shall not disclose such information to third parties except as required by law or with prior written consent.

Intellectual Property:

All intellectual property developed or provided under this Agreement shall remain the sole property of the originating party. The Client is granted a limited, non-exclusive license to use deliverables solely for internal purposes.

Limitation of Liability:

Neither party shall be liable for indirect, incidental, consequential, punitive, or special damages arising out of or related

to this Agreement, even if advised of the possibility of such damages. Total liability shall not exceed fees paid under this Agreement during the preceding twelve (12) months.

Indemnification:

Each party shall indemnify, defend, and hold harmless the other party from any claims, damages, liabilities, and expenses arising from breach of this Agreement, negligence, or willful misconduct.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflicts of law principles. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in _____ County, _____.

Dispute Resolution:

The parties agree to attempt in good faith to resolve any disputes arising out of or relating to this Agreement through negotiation. If unresolved, disputes shall be submitted to binding arbitration under the rules of the American Arbitration Association.

Force Majeure:

Neither party shall be liable for delays or failure in performance resulting from causes beyond their reasonable control, including acts of God, war, terrorism, governmental actions, labor disputes, or natural disasters.

Notices:

All notices under this Agreement shall be in writing and delivered by hand, certified mail, nationally recognized overnight courier, or email with confirmation, to the addresses specified by the parties.

Entire Agreement:

This Agreement, including all Schedules and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. Any amendment must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

MONITORING PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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