

IT SERVICES AGREEMENT

Location: _____ Parties: _____

Service Provider Information:

Company Name: _____

Authorized Representative: _____

Address: _____

Contact Email/Phone: _____

Client Information:

Company Name: _____

Authorized Representative: _____

Address: _____

Contact Email/Phone: _____

Service Description:

Services to be provided include but are not limited to:

- Consulting and advisory services related to IT infrastructure and software.
- Design, development, implementation, and maintenance of software solutions.
- Technical support and troubleshooting as agreed upon.
- Data backup, recovery, and cybersecurity services.
- Training and documentation relevant to the services provided.

Term and Termination:

This Agreement shall commence upon execution by both parties and shall continue until terminated by either party upon thirty (30) days written notice to the other party, or as otherwise provided herein. Either party may terminate this Agreement immediately for cause if the other party breaches any material term and fails to cure such breach within fifteen (15) days after written notice thereof.

Compensation and Payment Terms:

Client agrees to pay Service Provider the fees as outlined in Exhibit A attached hereto. Invoices will be issued monthly and are payable within thirty (30) days of receipt. Late payments shall bear interest at the rate of 1.5% per month or the maximum allowed by law, whichever is less.

Confidentiality:

Both parties agree to maintain the confidentiality of all proprietary or confidential information disclosed during the term of this Agreement and to use such information solely for the performance of their obligations hereunder. This obligation shall survive termination of this Agreement.

Intellectual Property Rights:

All intellectual property rights in deliverables developed by Service Provider under this Agreement shall be the exclusive property of Client upon full payment. Service Provider retains ownership of its pre-existing materials and tools used in the performance of services.

Warranties and Disclaimers:

Service Provider represents that it will perform services in a professional and workmanlike manner consistent with industry standards. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF SERVICE PROVIDER SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT UNDER THIS AGREEMENT.

Indemnification:

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

Force Majeure:

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, government action, labor disputes, or natural disasters.

Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____. The parties waive any right to a jury trial in any dispute arising hereunder.

Independent Contractor:

Service Provider is an independent contractor and nothing in this Agreement shall be construed as creating an employment, partnership, or joint venture relationship between the parties.

Notices:

All notices required or permitted under this Agreement shall be in writing and delivered by hand, recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses set forth above or such other address as a party may designate.

Entire Agreement and Amendments:

This Agreement, including all attachments and exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. No amendment or waiver shall be effective unless in writing and signed by both parties.

Severability:

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most nearly reflects the parties' original intent.

Counterparts and Electronic Signatures:

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

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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