

MANAGED SERVICE PROVIDER (MSP) AGREEMENT

Contract Number: _____

Parties:

Provider Information:

Company Name: _____

Business Address: _____

Contact Person: _____

Phone/Email: _____

Client Information:

Company Name: _____

Business Address: _____

Contact Person: _____

Phone/Email: _____

Scope of Services:

Provider agrees to perform managed IT and related services (the “Services”) for Client as detailed in this Agreement and any attached Schedules. Services include but are not limited to network management, system administration, security monitoring, help desk support, and any other agreed-upon deliverables.

Term and Termination:

This Agreement shall commence upon execution and continue until terminated by either party with thirty (30) days written notice. Either party may terminate immediately for cause if the other party materially breaches any provision of this Agreement and fails to cure within fifteen (15) days after receipt of written notice specifying the breach.

Fees and Payment Terms:

Client agrees to pay Provider the fees set forth in the attached Schedule(s). Payments are due net thirty (30) days from invoice date. Late payments shall accrue interest at the rate of 1.5% per month or the maximum permitted by law, whichever is less. Provider shall have the right to suspend Services for non-payment after providing at least ten (10) days’ written notice.

Provider Responsibilities:

Provider shall perform Services in a professional and workmanlike manner consistent with industry standards. Provider shall maintain all necessary licenses, certifications, and insurance required to perform the Services. Provider shall comply with all applicable laws and regulations.

Client Responsibilities:

Client shall provide Provider with access to Client's systems, facilities, and personnel as reasonably required to perform the Services. Client shall maintain accurate and complete records and shall comply with all applicable laws and regulations.

Confidentiality:

Each party agrees to keep confidential and not disclose to any third party any Confidential Information of the other party except as required by law or with the other party's prior written consent. "Confidential Information" includes all non-public information disclosed in connection with this Agreement.

Warranty Disclaimer:

Provider MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider does not warrant that the Services will be uninterrupted or error-free.

Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT. PROVIDER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT TO PROVIDER IN THE SIX (6) MONTHS PRIOR TO THE CLAIM.

Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses arising out of the indemnifying party's breach of this Agreement or its negligence or willful misconduct.

Force Majeure:

Neither party shall be liable for any delay or failure to perform due to causes beyond its reasonable control, including acts of God, war, terrorism, civil unrest, governmental actions, labor disputes, or natural disasters.

Governing Law and Venue:

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

Dispute Resolution:

The parties agree to first attempt to resolve disputes through good faith negotiations. If unresolved, disputes shall be submitted to mediation before a mutually agreed mediator. If mediation fails, either party may pursue any remedy available at law or equity.

Assignment:

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that Provider may assign this Agreement to a successor in interest in connection with a merger or sale of substantially all assets.

Independent Contractor:

Provider is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

Entire Agreement and Amendments:

This Agreement, including all attached Schedules and exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, and understandings. Any amendments must be in writing and signed by both parties.

Severability:

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

Waiver:

No waiver of any breach or default shall be deemed a waiver of any preceding or subsequent breach.

PROVIDER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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