

# INFORMATION TECHNOLOGY SERVICES AGREEMENT

Location: \_\_\_\_\_

Effective Upon Execution

## Parties:

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Service Provider Name: \_\_\_\_\_

Service Provider Address: \_\_\_\_\_

## 1. Scope of Services

Service Provider agrees to provide information technology services as described in the attached Statement of Work (SOW), incorporated herein by reference. Services shall be performed in a professional and workmanlike manner consistent with industry standards.

## 2. Term of Agreement

This Agreement commences upon execution and shall continue until the completion of the services unless terminated earlier in accordance with this Agreement.

## 3. Compensation and Payment Terms

Client shall pay Service Provider the fees set forth in the SOW. Invoices shall be submitted monthly and are payable within 30 days of receipt. Late payments shall bear interest at the maximum rate permitted by law.

## 4. Client Responsibilities

Client shall provide timely access to personnel, data, and systems as reasonably required by Service Provider to perform the services.

## 5. Confidentiality

Each party shall keep confidential all proprietary information disclosed by the other party and shall not disclose such information to third parties without prior written consent except as required by law.

## 6. Intellectual Property Rights

All intellectual property developed solely by Service Provider in connection with the services shall be owned by Service Provider. Client shall have a non-exclusive, non-transferable license to use deliverables for its internal business purposes only.

## 7. Warranties and Disclaimers

Service Provider warrants that services will be performed in a professional manner consistent with industry standards.

EXCEPT AS EXPRESSLY SET FORTH, SERVICES ARE PROVIDED "AS IS" WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

#### **8. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF FAULT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9. Indemnification**

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, liabilities, or expenses arising out of the indemnifying party's breach of this Agreement or negligence.

#### **10. Termination**

Either party may terminate this Agreement upon 30 days written notice if the other party materially breaches and fails to cure such breach within the notice period. Upon termination, Client shall pay for all services performed up to the termination date.

#### **11. Governing Law and Dispute Resolution**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_ without regard to conflict of law principles. Any dispute arising under this Agreement shall be resolved by binding arbitration in \_\_\_\_\_ County, \_\_\_\_\_, pursuant to the rules of the American Arbitration Association.

#### **12. Independent Contractor**

Service Provider is an independent contractor and not an employee or agent of Client. Neither party has authority to bind the other.

#### **13. Notices**

All notices under this Agreement shall be in writing and deemed given when delivered by hand, overnight courier, certified mail return receipt requested, or by electronic means with confirmation, to the addresses set forth above or such other addresses as designated.

#### **14. Entire Agreement; Amendments**

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

#### **15. Severability**

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

**16. Counterparts and Electronic Signatures**

This Agreement may be executed electronically in counterparts, each of which shall be deemed an original and all of which together comprise one agreement.

**CLIENT SIGNATURE**

**SERVICE PROVIDER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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