INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT

Location: _____ Date: _____

Client Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

IT Support Provider Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

Services to be Provided:

Provider agrees to perform the information technology support services as described herein, including but not limited to maintenance, troubleshooting, updates, hardware and software support, network management, security monitoring, and other related IT services as mutually agreed upon by the parties.

Term of Agreement:

This Agreement shall commence on the effective date of execution and shall continue for the term specified herein, unless terminated earlier in accordance with the provisions of this Agreement.

Compensation and Payment Terms:

Client agrees to pay Provider fees for services rendered as outlined in the attached Schedule of Fees. Payments shall be due as invoiced and payable within thirty (30) days of receipt unless otherwise specified. Late payments shall incur interest at the rate permitted by applicable law.

Client Responsibilities:

Client shall provide Provider with access to necessary facilities, equipment, software, and personnel to perform the services. Client shall maintain appropriate backups and cooperate with Provider to facilitate timely and effective support.

Provider Warranties and Disclaimers:

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

Limitation of Liability:

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

Confidentiality:

Both parties agree to maintain the confidentiality of all proprietary or confidential information disclosed during the term of this Agreement and not to disclose such information to any third party except as required by law or with prior written consent.

Term and Termination:

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Upon termination, Client shall pay Provider for all services rendered and expenses incurred up to the effective date of termination.

Indemnification:

Client agrees to indemnify, defend, and hold harmless Provider and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of Client’s use of the services or breach of this Agreement.

Force Majeure:

Neither party shall be liable for delays or failures in performance due to causes beyond their reasonable control, including acts of God, war, terrorism, civil unrest, governmental actions, strikes, 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 law 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 attempt amicable resolution of any disputes arising under this Agreement through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

Entire Agreement; Amendments:

This Agreement, including any attached exhibits and schedules, constitutes the entire agreement between the parties and supersedes all prior agreements 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 failure or delay by either party in exercising any right or remedy shall operate as a waiver of such right or remedy.

Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed effective when delivered personally, sent by certified mail, overnight courier, or electronic mail to the addresses set forth above or to such other address as either party may designate by notice.

CLIENT AUTHORIZED SIGNATURE	**PROVIDER AUTHORIZED SIGNATURE**
Signature: _____	Signature: _____

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