

IT SERVICES AGREEMENT

Location: _____ Date: _____

PARTIES

This IT Services Agreement (the “Agreement”) is made by and between:

Service Provider: _____

Client: _____

RECITALS

WHEREAS, Service Provider is engaged in the business of providing IT services; and WHEREAS, Client desires to retain Service Provider to provide IT services under the terms and conditions set forth herein; NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

1. SERVICES

Service Provider shall perform the IT services (the “Services”) described in one or more Statements of Work (“SOW”) issued pursuant to this Agreement. Each SOW shall reference this Agreement, describe the scope of Services, deliverables, schedule, and fees, and be signed by authorized representatives of both parties.

2. TERM

This Agreement shall commence upon execution and continue until terminated by either party in accordance with Section 9 of this Agreement or until completion of all Services under any SOW, whichever occurs later.

3. COMPENSATION

Client shall pay Service Provider the fees set forth in each SOW. Unless otherwise specified, all fees shall be due within thirty (30) days of invoice. Late payments shall bear interest at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower.

4. EXPENSES

Client shall reimburse Service Provider for reasonable pre-approved expenses incurred in connection with the performance of Services. Reimbursement shall be made within thirty (30) days of receipt of documentation.

5. CONFIDENTIALITY

Each party agrees to keep confidential and not disclose to any third party any Confidential Information received from the other party except as necessary to perform this Agreement or as required by law. Confidential Information shall not include information that is or becomes publicly available without breach of this Agreement.

6. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing, Service Provider shall retain all right, title, and interest in any pre-existing intellectual property and tools used in performing the Services. Deliverables specifically created for Client under this Agreement shall be owned by Client upon full payment. Service Provider grants Client a non-exclusive, perpetual license to use any Service Provider pre-existing intellectual property embedded in the Deliverables.

7. WARRANTIES

Service Provider warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

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

9. TERMINATION

Either party may terminate this Agreement or any SOW upon thirty (30) days' prior written notice. Upon termination, Client shall pay for all Services performed and expenses incurred through the termination date. Sections 5, 6, 7, 8, 10, 11, and 12 of this Agreement shall survive termination.

10. INDEPENDENT CONTRACTOR

Service Provider is an independent contractor and not an employee, agent, or partner of Client. Nothing in this Agreement shall be construed to create an employer-employee relationship.

11. COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing their obligations under this Agreement.

12. ASSIGNMENT

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except to a successor in interest of the entire business and assets of the assigning party.

13. NOTICES

All notices shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail (return receipt requested), or email with confirmation, to the addresses set forth in the applicable SOW or as otherwise designated in writing.

14. GOVERNING LAW AND VENUE

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

15. ENTIRE AGREEMENT

This Agreement, including all Statements of Work and exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. Any amendments must be in writing and signed by both parties.

16. SEVERABILITY

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

17. WAIVER

No waiver of any breach or default under this Agreement shall be deemed a waiver of any subsequent breach or default. Failure to enforce any provision shall not constitute a waiver of the right to enforce it later.

18. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or PDF signatures shall be deemed valid and binding.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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