

# IT SUPPORT AGREEMENT

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This IT Support Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PROVIDER ADDRESS] ("**Provider**" or "**MSP**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] ("**Client**").

Provider and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client operates information technology systems and wishes to engage Provider to deliver managed IT support and related services, and Provider wishes to provide those services, on the terms below. The Parties wish to set out the scope of support, the response commitments, the fees, and the responsibilities of each Party. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Scope of Services

**1.1 Supported environment.** Provider will support the systems, devices, users, and locations described in **Exhibit A** (the "**Supported Environment**"), which lists the covered endpoints, servers, network equipment, and software.

**1.2 Services.** Provider will provide the managed IT support services described in **Exhibit A** (the "**Services**"), which may include help desk support, monitoring, patch management, user administration, and on-site or remote troubleshooting.

**1.3 Service tier.** Client has selected the [BASIC / STANDARD / PREMIUM] service tier described in **Exhibit A**, which determines coverage hours, included services, and response targets.

**1.4 Out-of-scope work.** Work not described in Exhibit A — including projects, hardware procurement, major migrations, cabling, and after-hours work beyond the coverage hours — is out of scope and billed separately under Section 4.4, subject to Client's prior written approval.

## 2. Coverage Hours and Response Times

**2.1 Coverage hours.** Standard coverage hours are [e.g. 8:00 a.m.–6:00 p.m. [TIME ZONE], Monday–Friday, excluding holidays], unless Exhibit A provides extended or 24/7 coverage.

**2.2 Priority levels.** Each request is assigned a priority: (a) **P1 (Critical)** — a business-critical system is down affecting multiple users; (b) **P2 (High)** — a significant issue affecting one or more users with limited workaround; (c) **P3 (Normal)** — a routine issue affecting a single user; (d) **P4 (Low)** — a request, question, or scheduled task.

**2.3 Target response times.** Provider will use commercially reasonable efforts to respond within: P1 — [e.g. 1 hour]; P2 — [e.g. 4 hours]; P3 — [e.g. 1 business day]; P4 — [e.g. 2 business days]. Response measures acknowledgment and the start of work, not resolution.

**2.4 Best efforts.** Provider will use commercially reasonable efforts to resolve each issue promptly. Resolution times depend on the nature of the issue and third-party dependencies and are not guaranteed.

### 3. Service Levels and Reporting

**3.1 Availability target.** For systems Provider monitors and manages, Provider will use commercially reasonable efforts to maintain availability of [e.g. 99.5%] per calendar month, excluding scheduled maintenance, force majeure, third-party outages, and issues attributable to Client.

**3.2 Monitoring and maintenance.** Provider will monitor the Supported Environment and perform routine maintenance and patching consistent with the service tier, scheduling disruptive maintenance during off-hours where practicable and with reasonable notice.

**3.3 Reporting.** Provider will provide Client a [MONTHLY / QUARTERLY] report summarizing tickets handled, response performance against targets, and recommendations.

**3.4 Remedy for missed targets.** If Provider materially and repeatedly fails to meet the response targets, the Parties will meet to develop a corrective action plan; if the failures continue, Client may terminate under Section 6.2.

### 4. Fees and Payment

**4.1 Recurring fee.** Client will pay the recurring managed service fee stated in Exhibit A, in [CURRENCY] and exclusive of taxes, calculated on a [PER-USER / PER-DEVICE / FLAT-RATE] basis.

**4.2 Billing.** Provider will invoice [MONTHLY IN ADVANCE / AS STATED], and Client will pay each undisputed invoice within [NUMBER, e.g. 15] days of the invoice date.

**4.3 Adjustments.** Fees adjust automatically as the count of covered users or devices changes, as reflected in the next invoice, based on the per-unit rate in Exhibit A.

**4.4 Out-of-scope and project work.** Out-of-scope work is billed at Provider's then-current hourly rate of [RATE] or as separately quoted and approved. Third-party hardware, software, and licensing are billed at cost plus [PERCENT]% unless stated otherwise.

**4.5 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law. Provider may suspend non-critical Services on [NUMBER] days' written notice if an undisputed invoice remains unpaid past its due date.

### 5. Client Responsibilities

**5.1 Access and cooperation.** Client will provide Provider with the access, credentials, network connectivity, and information reasonably required to perform the Services, and will designate authorized contacts.

**5.2 Licenses and warranties.** Client is responsible for maintaining valid software licenses and active manufacturer warranties and support contracts for covered hardware and software, unless Exhibit A provides that Provider will manage them.

**5.3 Backups and continuity.** Unless backup is included in Exhibit A, Client is responsible for maintaining backups of its data. Where backup is included, Client will verify that backups are running as configured.

**5.4 Acceptable use and security.** Client will follow Provider's reasonable security recommendations, will not knowingly use the Services for unlawful purposes, and will promptly report suspected security incidents.

## 6. Term and Termination

**6.1 Term.** This Agreement begins on the Effective Date and continues for an initial term of [e.g. 12 months], renewing for successive [e.g. 12-month] terms unless either Party gives notice of non-renewal at least [NUMBER] days before the end of the then-current term.

**6.2 Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 30] days after written notice describing the breach.

**6.3 Termination for convenience.** Either Party may terminate for convenience on [NUMBER, e.g. 60] days' prior written notice after the initial term.

**6.4 Transition assistance.** On termination, Provider will, for up to [NUMBER, e.g. 30] days and at Provider's then-current rates, provide reasonable transition assistance, including returning Client data, credentials, and documentation in Provider's possession.

**6.5 Survival.** Sections 4 (for accrued amounts), 7, 8, 9, and 10 survive termination.

## 7. Confidentiality and Data

**7.1 Confidential information.** Each Party will protect the other's non-public information using at least reasonable care, will use it only to perform under this Agreement, and will disclose it only to personnel and advisors who need it and are bound by similar obligations.

**7.2 Client data.** Client data accessed or held by Provider remains Client's property. Provider will use it only to perform the Services and will maintain commercially reasonable safeguards to protect it.

**7.3 Security incidents.** Provider will notify Client without undue delay after becoming aware of a confirmed security incident affecting Client data and will cooperate reasonably in Client's response, consistent with applicable law.

## 8. Warranties and Disclaimers

**8.1 Service warranty.** Provider warrants that it will perform the Services in a professional and workmanlike manner consistent with generally accepted industry standards.

**8.2 Disclaimer.** Except as expressly stated, the Services are provided without other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by law. Provider does not warrant uninterrupted or error-free operation of systems it does not control.

## 9. Indemnification and Limitation of Liability

**9.1 Mutual indemnity.** Each Party will defend and indemnify the other against third-party claims arising from the indemnifying Party's gross negligence, willful misconduct, or violation of law, subject to prompt notice and reasonable cooperation.

**9.2 Exclusion of indirect damages.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

9.3 **Liability cap.** Except for Client's payment obligations and a Party's indemnity obligations, each Party's total aggregate liability arising out of this Agreement will not exceed the fees paid or payable by Client in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

10. General Provisions

- 10.1 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.
- 10.2 **Non-solicitation.** During the Term and for **[NUMBER, e.g. 12]** months after, neither Party will knowingly solicit for employment the other's personnel directly involved in the Services, except through general advertising not targeted at them, to the extent permitted by applicable law.
- 10.3 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.
- 10.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.
- 10.5 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.
- 10.6 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.
- 10.7 **Entire agreement; amendment.** This Agreement, together with its exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.
- 10.8 **Severability, waiver, and counterparts.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each an original and all together one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROVIDER	CLIENT
Signature: _____	Signature: _____
Printed name: <b>[NAME]</b>	Printed name: <b>[NAME]</b>
Title: <b>[TITLE]</b>	Title: <b>[TITLE]</b>
Date: _____	Date: _____

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