

SOFTWARE MAINTENANCE AGREEMENT

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This Software Maintenance 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**"); and

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

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

Recitals. Customer uses the software described below, and Provider provides maintenance and support for that software. The Parties wish to set out the maintenance and support services Provider will perform, the response commitments, and the fees and terms that apply. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and Covered Software

1.1 Software. "**Software**" means the software product(s) identified in **Exhibit A**, including the versions, modules, and environments listed there, that Provider will maintain under this Agreement.

1.2 Maintenance. "**Maintenance**" means the corrective, adaptive, and updating services in Section 2. "**Support**" means the assistance services in Section 3.

1.3 Error. "**Error**" means a reproducible failure of the Software to perform substantially in accordance with its documentation. "**Update**" means a bug fix, patch, or minor release Provider makes generally available. "**Upgrade**" means a major new version, which is included only if **Exhibit A** so states.

1.4 Supported environment. Provider's obligations apply only when the Software runs in the supported environment described in **Exhibit A**. Changes Customer makes outside that environment may void Provider's obligations for the affected issue.

2. Maintenance Services

2.1 Error correction. Provider will use commercially reasonable efforts to diagnose and correct reported Errors in the Software, by providing a fix, patch, or workaround consistent with the response targets in Section 4.

2.2 Updates. Provider will make Updates available to Customer as Provider releases them generally and will provide reasonable instructions for installation. Customer is responsible for installing Updates unless **Exhibit A** provides that Provider will install them.

2.3 Compatibility maintenance. Provider will use commercially reasonable efforts to maintain the Software's compatibility with the supported environment as that environment changes over the Term, subject to the limits in

Exhibit A.

2.4 Exclusions. Maintenance does not include: (a) new features or custom development; (b) correcting issues caused by Customer's modifications, misuse, or unsupported integrations; (c) data recovery; or (d) work on third-party software Provider does not control. Provider may provide such work as a separately quoted service.

3. Support Services

3.1 Support channels. Customer may submit support requests through [EMAIL / PORTAL / PHONE] during [SUPPORT HOURS, e.g. business hours 9:00 a.m.–6:00 p.m. [TIME ZONE], Monday–Friday].

3.2 Designated contacts. Customer will designate up to [NUMBER] trained contacts authorized to submit requests. Provider may decline requests from non-designated personnel.

3.3 Information required. Each request must include a reasonable description of the issue, steps to reproduce it, and the affected version and environment, so Provider can diagnose the issue efficiently.

4. Severity Levels and Response Targets

4.1 Severity levels. Each Error is classified as: (a) **Severity 1 (Critical)** — the Software is inoperable or a core function fails with no workaround; (b) **Severity 2 (High)** — a major function is impaired but a workaround exists; (c) **Severity 3 (Normal)** — a minor or non-critical issue; (d) **Severity 4 (Low)** — a question or cosmetic issue.

4.2 Response targets. Provider will use commercially reasonable efforts to acknowledge requests within: Severity 1 — [e.g. 2 hours]; Severity 2 — [e.g. 1 business day]; Severity 3 — [e.g. 3 business days]; Severity 4 — [e.g. 5 business days]. These targets measure initial response, not resolution.

4.3 Resolution efforts. Provider will work the issue continuously during support hours, consistent with its severity, until a fix or workaround is provided. Customer will cooperate, including providing access and information reasonably required.

4.4 Reclassification. Provider may reasonably reclassify an Error's severity in consultation with Customer if the initial classification does not match the actual impact.

5. Customer Responsibilities

5.1 Environment. Customer will maintain the supported environment described in **Exhibit A** and will apply Updates Provider designates as required for continued support.

5.2 Backups. Customer is responsible for maintaining current backups of its data and systems before installing Updates or implementing fixes.

5.3 Cooperation. Customer will provide timely access, test data, and qualified personnel, and will reproduce reported Errors on request to enable diagnosis.

5.4 No unauthorized changes. Customer will not modify, reverse engineer, or have a third party service the Software in a way that interferes with Provider's ability to maintain it, except as permitted by the underlying license or applicable law.

6. Fees and Payment

6.1 Maintenance fees. Customer will pay the maintenance fees stated in **Exhibit A**, in [CURRENCY] and exclusive of taxes.

6.2 **Billing.** Provider will invoice [ANNUALLY / MONTHLY / IN ADVANCE], and Customer will pay each undisputed invoice within [NUMBER, e.g. 30] days of the invoice date.

6.3 **Out-of-scope work.** Work outside the scope of Maintenance and Support is billed at Provider's then-current rates or as separately quoted and approved in writing.

6.4 **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 Services on [NUMBER] days' written notice if an undisputed invoice remains unpaid past its due date.

7. Term and Termination

7.1 **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.

7.2 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 15] days after written notice describing the breach.

7.3 **Effect of termination.** On termination, Customer will pay for all Maintenance and Support performed through the effective date. Provider will deliver any fixes or Updates already paid for and made available before termination.

7.4 **Survival.** Sections 6 (for accrued amounts), 8, 9, and 10 survive termination.

8. Warranties and Disclaimers

8.1 **Service warranty.** Provider warrants that it will perform Maintenance and Support in a professional and workmanlike manner consistent with industry standards.

8.2 **No guarantee of error-free operation.** Provider does not warrant that the Software will be error-free or that all Errors can be corrected, but will use commercially reasonable efforts as described in this Agreement.

8.3 **Disclaimer.** Except as expressly stated, the Maintenance and Support 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.

9. Limitation of Liability

9.1 **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.

9.2 **Liability cap.** Except for Customer's payment obligations, each Party's total aggregate liability arising out of this Agreement will not exceed the maintenance fees paid or payable by Customer 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 **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].

10.3 **Confidentiality.** Each Party will protect the other's non-public information disclosed in connection with this Agreement using at least reasonable care and will use it only to perform under this Agreement.

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 **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.

10.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

PROVIDER

CUSTOMER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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