

# COMPUTER SERVICE AGREEMENT



## **PARTIES**

This **Computer Service Agreement** ("Agreement" hereinafter) has been executed on \_\_\_\_\_, by and between the following parties;

**Service Provider**

**Client**

**WHEREAS**, the Client is a Company and seeks a computer services service for regular maintenance of the computers in its workplace,

**WHEREAS**, the Service Provider is a professional computer services provider,

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties to this Agreement agree as follows;

## **COMPUTER SERVICES**

The Client and the Service Provider agrees that the Service Provider shall provide following Services on a regular basis;

## **TERM OF AGREEMENT**

The term of this Agreement is \_\_\_\_\_, will be effective on \_\_\_\_\_ until \_\_\_\_\_, unless terminated earlier in accordance with the provisions of this Agreement.

Either party may terminate the Agreement without a cause with a \_\_\_\_\_ days written notice to the other party.

Either party may terminate this Agreement immediately upon written notice to the other party if the other party breaches any material term of this Agreement and fails to cure such breach within \_\_\_\_\_ days after receiving written notice of the breach.

Regardless of the reason for termination, the Service Provider is entitled to the fee for the services provided until the date of termination.

## **WARRANTY OF SERVICES**

The Service Provider assures that services provided under this Agreement shall be performed in a professional manner and in accordance with industry standards and practices. The Service Provider warrants that it will perform the Services in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

The warranty period for the services provided is \_\_\_\_\_. During this period, in case of any malfunction, the service provider provides free maintenance and repair upon request.

## **PAYMENT**

The total monthly payment that shall be paid to the Service Provider is \_\_\_\_\_. All payments to be made under this Agreement shall be made via \_\_\_\_\_.

Interest rate of \_\_\_\_\_% shall be applied to any late payments under this Agreement. Also, late payment shall be deemed as a material breach of the Agreement that the Service Provider may terminate the Agreement in accordance with the terms regarding the termination.

## **CONFIDENTIALITY**

The content of this Agreement and the information that the parties obtain from the other party during the performance of this Agreement is considered strictly confidential. The Receiving Party of the confidential information agrees to use the Confidential Information solely for the purpose of performing its obligations under this Agreement. Receiving party undertakes to take all reasonable measures to protect the confidentiality of the confidential information and all data in the computers.

## **EXCLUSIVITY**

The Client and the Service Provider acknowledge and agree that this Agreement does not create an exclusive relationship between the parties. Both parties are free to enter into agreements with other parties for similar services without restriction.

## **ASSIGNMENT**

Only the involved parties in this Computer Service Agreement should perform the tasks. If third-party services are required, approval from both parties is required in writing.

## **MODIFICATION**

No change or modification of this Agreement shall be considered valid unless made in writing and agreed upon by the involved parties.

## **SEVERABILITY**

If there are any provisions found in this Computer Service Agreement be held invalid, illegal, or unenforceable by any competent court, the same shall apply only to the provision and the rest of the remaining provisions hereto shall remain valid.

## **WAIVER**

The parties who are involved have the ability to waive any rights and obligations, under this Agreement. Should there be any provision, rights, or obligations that needs to be waived, a written document, agreement, or approval is required.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the applicable federal law and laws of the State of \_\_\_\_\_ in the U.S.

**Service Provider**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Client**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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