

IT Service Contract

This **IT Service Contract** (shall be referred to as "**Contract**" hereinafter) is entered into as of _____, by and between the following parties;

IT Service Provider

Client

WHEREAS the IT Service Provider is an information technology company that has necessary expertise, certifications, and resources to provide comprehensive IT solutions in line with the Client's business needs;

WHEREAS, the Client is a business operating in _____ field and seeking to obtain reliable and high-quality IT services to support its operations;

WHEREAS, both parties acknowledge the importance of establishing a clear framework for service levels, response times and performance metrics to maintain a stable and secure IT environment for the Client;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

Terms and Conditions

I. Scope of Services

The IT Service Provider agrees to provide the following services:

- **Help Desk Support:** 24/7 technical assistance via phone, email, or online chat.
- **System Monitoring:** Continuous monitoring of IT systems, including servers, networks, and applications.
- **Software Maintenance:** Regular updates, patches, and fixes for software used by the Client.
- **Backup and Recovery:** Daily data backups and recovery services in case of data loss or system failure.
- **On-site Support:** On-site assistance as needed for critical issues that cannot be resolved remotely.

II. Term and Termination

This Contract shall commence on _____ and shall remain in force and effect for an initial period of _____ unless terminated earlier in accordance with this Contract. Upon expiration of the initial term, the Contract shall automatically renew for successive term of _____ unless any of the parties provide written notice of its intent not to renew at least _____ prior to the expiration of the current term.

Either party may terminate this Contract for any reason by providing the other party with at least _____ written notice of its intent to terminate. The termination shall be effective at the end of the notice period.

Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within _____ after receiving written notice of the breach. The written notice of breach should include the details of breach and ways to cure the breach.

If any of the parties become insolvent, files for bankruptcy, or is otherwise unable to meet its financial obligations, the other party may terminate the Contract with a wretten notice of an immediate effect.

III. Payment Terms

The Client agrees to pay the IT Service Provider a monthly fee of _____, payable within _____ of receiving an invoice. Additional services outside the scope of this Contract will be billed at an hourly rate of _____.

Failure to make payments on time may result in service suspension after providing a 7-day written notice and shall be subject to interest rate of _____%.

IV. Service Levels

The IT Service Provider agrees to deliver the services as described in this Contract according to the specified performance standards, ensuring high levels of reliability, availability, and quality. The Service Provider shall maintain consistent and uninterrupted service delivery, meeting or exceeding the metrics following metrics;

The IT Service Provider shall ensure a minimum uptime of _____ for all critical systems and services. Downtime shall be calculated monthly and exclude any scheduled maintenance or force majeure events.

The IT Service Provider agrees to respond to support requests within _____ for the critical and/or urgent issues. For high-priority issues, the response time is _____ and for medium and low-priority issues response period is _____. Priority status of each issue must be remarked by the Client.

The IT Service Provider shall conduct regular maintenance activities to ensure optimal performance of the systems. Maintenance periods shall be scheduled during off hours and the Client shall be notified at least _____ in advance.

If the IT Service Provider fails to meet the service levels outlined in this Contract, the Client shall have the right to request an action plan from the IT Service Provider detailing steps to prevent future breaches or terminate the Contract in accordance with the Article II of this Contract.

V. Reporting

The IT Service Provider will provide _____ performance reports, including uptime statistics, incident response and resolution times system performance metrics, any service disruptions or outages. The Client may request additional reports or data as needed. Urgent requests should be stated separately.

VI. Data Security and Obligation of Notification

The Service Provider acknowledges the critical importance of maintaining the confidentiality, integrity, and security of the Client's data. As part of this Contract, the Service Provider agrees to adhere to strict data protection and confidentiality obligations, and to implement strict security measures to prevent unauthorized access, use, or disclosure of the Client's confidential information.

In the event of any actual or suspected breach of data security, unauthorized access, or any incident that may compromise the confidentiality of the Client's information, the IT Service Provider shall notify the Client immediately, and in no event later than _____ after becoming aware of the incident. The IT Service Provider shall also provide a detailed report outlining the nature of the breach, the scope of the affected data, and the actions taken to mitigate the impact and prevent further unauthorized

VII. Indemnification

The IT Service Provider shall indemnify and hold harmless the Client for any damages, costs, or liabilities arising from the IT Service Provider's failure to promptly notify the Client of a data breach or confidentiality issue, or from any negligent or wrongful act related to the handling of the Client's confidential information. This indemnification obligation shall survive the termination or expiration of this Contract.

VIII. Force Majeure

Neither Party shall be liable for any delay or failure in performing its obligations under this Contract if such delay or failure is caused by events beyond the reasonable control of the affected party. These events may include, but are not limited to earthquakes, floods, hurricanes, or fires, acts of war, terrorism, pandemics, strikes, labor disputes, governmental actions or regulations, interruptions in transportation or logistics, power outages, internet or communication failures, or any other unforeseen and unavoidable circumstances ("**Force Majeure Events**").

The affected party must notify the other party in writing of the occurrence of a Force Majeure Event promptly, providing information regarding the event, its expected impact on performance, and the measures being taken to mitigate its effects.

If the Force Majeure Event continues for a period of more than _____ either Party may terminate this Contract without further liability, except for obligations that accrued prior to the Force Majeure Event or as otherwise specified in this Contract.

IX. Entire Agreement

This Contract constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and undertakings, both written or oral with respect to the subject matter hereof. All changes, amendments, exhibits to this Contract shall be in writing and signed by both parties in order to be valid and applicable.

X. Assignment

Neither Party may sell, assign or transfer any of its rights, duties or obligations under this Contract without the prior written consent of the other Party. Any attempted assignment or delegation without such consent shall be null and void. Notwithstanding the foregoing, either Party may assign this Contract in connection with a merger, acquisition, or sale of substantially all of its assets, provided that the assigning party provides prior written notice to the other party.

XI. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the applicable laws of _____.

In the event of any dispute arising out of or relating to this Contract, the Parties agree to first attempt to resolve the matter amicably through good faith negotiations. If the Parties are unable to reach a mutually agreeable resolution amicably, either Party may pursue legal action.

All disputes shall be submitted exclusively to the courts of _____ and each Party consents to the personal jurisdiction and venue of such courts.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date first above written.

IT Service Provider

Name

Date

Signature

Client

Name

Date

Signature



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