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Managed Services Agreement

This **Managed Services Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the parties below:

Service Provider

Client

Service Provider and Client may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

The Client desires to obtain certain managed services on an ongoing basis, and the Service Provider represents that it has the expertise and resources to provide such services under the terms set out in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Services

The Service Provider shall deliver managed services as described in this Agreement ("**Services**"). These may include, but are not limited to, monitoring, maintenance, support, administration, and related technical or operational services.

The scope of Services shall be as follows:

Service Category	Description	Service Level

The Service Provider shall perform the Services in a professional and timely manner consistent with generally accepted industry standards.

2. Term

This Agreement shall commence on the Effective Date and continue for an initial term of _____, unless terminated earlier in accordance with the Termination clause.

Following the initial term, this Agreement shall automatically renew for successive periods of _____ unless either party provides written notice of non-renewal at least _____ prior to the end of the then-current term.

3. Fees and Payment

In consideration for the Services, the Client shall pay the Service Provider the fees set out below:

Fee Type	Amount	Billing Frequency

Invoices shall be issued by the Service Provider and shall be payable within _____ days of the invoice date.

Late payments may result in suspension of Services upon reasonable notice to the Client.

4. Client Responsibilities

The Client shall:

- Provide timely access to systems, data, and personnel necessary for the performance of the Services
- Maintain appropriate backups and internal safeguards unless explicitly included in the Services
- Use the Services in compliance with applicable laws and regulations
- Promptly notify the Service Provider of any issues or incidents affecting the Services

Failure by the Client to meet its responsibilities may impact the Service Provider's ability to perform the Services.

5. Service Levels and Support

The Service Provider shall use commercially reasonable efforts to meet the agreed service levels.

Support availability shall be as follows:

Any service interruptions or failures shall be addressed in accordance with the agreed response and resolution times.

6. Changes to Services

Either party may request changes to the scope of Services. Any agreed changes shall be documented in writing and may include adjustments to fees, timelines, or service levels.

The Service Provider shall not be obligated to perform any additional services unless such changes are agreed in writing.

7. Confidentiality

Each party shall keep confidential all non-public information received from the other party that is designated as confidential or that reasonably should be understood to be confidential.

Confidential information shall be used solely for the purposes of performing obligations under this Agreement and shall not be disclosed to any third party without prior written consent, except where disclosure is required by law.

8. Data Protection

The Service Provider shall implement reasonable technical and organizational measures to protect Client data from unauthorized access, loss, or misuse.

The Client remains responsible for the legality, accuracy, and integrity of its data.

Where applicable, the parties shall cooperate in complying with relevant data protection obligations.

9. Intellectual Property

All intellectual property rights in materials, tools, systems, or methodologies owned or developed by the Service Provider prior to or independently of this Agreement shall remain the property of the Service Provider.

To the extent that any deliverables are specifically created for the Client under this Agreement, the Service Provider grants the Client a non-exclusive, non-transferable license to use such deliverables for its internal business purposes.

10. Subcontracting

The Service Provider may engage subcontractors to perform portions of the Services, provided that the Service Provider remains responsible for the performance of such subcontractors and ensures they are bound by obligations consistent with this Agreement.

11. Limitation of Liability

To the extent permitted by applicable law, each party's liability arising out of or in connection with this Agreement shall be limited to the total fees paid or payable by the Client under this Agreement during the _____.

Neither party shall be liable for indirect, incidental, or consequential damages, including loss of profits or business interruption, except where such limitation is not permitted by law.

12. Termination

Either party may terminate this Agreement:

- For convenience, upon _____ prior written notice to the other party
- For cause, if the other party materially breaches this Agreement and fails to remedy such breach within _____ after receiving written notice

Upon termination:

- The Client shall pay all outstanding fees for Services performed up to the termination date
- The Service Provider shall cease providing Services
- Each party shall return or securely dispose of the other party's confidential information

13. Force Majeure

Neither party shall be liable for failure or delay in performing its obligations due to events beyond its reasonable control, including natural disasters, acts of government, labor disputes, or failures of utilities or telecommunications networks.

The affected party shall promptly notify the other party and resume performance as soon as reasonably practicable.

14. Governing Law and Dispute Resolution

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

Any disputes arising out of or in connection with this Agreement shall first be addressed through good faith negotiations between the parties. If unresolved, the dispute shall be submitted to the competent courts of _____, unless the parties agree otherwise in writing.

15. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements, negotiations, or understandings, whether written or oral.

16. Amendments

This Agreement may be amended only by a written document signed by both parties.

17. Notices

Any notices under this Agreement shall be given in writing and delivered to the addresses of the parties set out above or to such other address as either party may designate in writing.

18. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, sale of assets, or similar transaction.

19. Independent Parties

The parties are independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or employment relationship.

Signatures

IN WITNESS WHEREOF, the parties have executed this Managed Services Agreement as of the Effective Date.

Service Provider

Client

Name

Name

Date

Date

Signature

Signature
