

MSP Contract

This **MSP (Managed Service Provider) Contract** (the "**Contract**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Service Provider

Client

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

WHEREAS, Client desires to obtain ongoing managed information technology, infrastructure, cybersecurity, cloud, support, monitoring, and related services from Provider;

WHEREAS, Provider possesses the expertise, personnel, systems, and resources necessary to provide such services; and

WHEREAS, the Parties desire to establish the terms and conditions governing the provision of such services.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Contract, the Parties agree as follows:

1. Services

Provider shall provide the managed services described in this Contract, including any agreed support, maintenance, monitoring, administration, consulting, cybersecurity, cloud management, help desk support, network management, infrastructure management, backup management, and related technology services (collectively, the "**Services**").

The specific Services to be provided shall be identified in the table below:

Service Category	Description
Managed IT Services	
Help Desk Support	
Infrastructure Management	
Network Monitoring	
Cybersecurity Services	
Cloud Services Management	
Backup and Recovery	
Additional Services	

Provider shall perform the Services in a professional and commercially reasonable manner consistent with industry standards.

2. Term

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

Upon expiration of the initial term, this Contract shall automatically renew for successive renewal periods of _____ unless either Party provides written notice of non-renewal at least _____ before the end of the then-current term.

3. Service Levels

Provider shall use commercially reasonable efforts to maintain service quality and responsiveness. The Parties may agree upon service targets including response times, resolution objectives, uptime commitments, escalation procedures, and support availability.

Provider shall not be responsible for service interruptions caused by circumstances beyond its reasonable control, including internet outages, utility failures, third-party service disruptions, cyberattacks directed at Client systems, or force majeure events.

4. Client Responsibilities

Client shall:

- Provide Provider with timely access to systems, equipment, facilities, software, accounts, personnel, and information reasonably necessary for Provider to perform the Services.
- Maintain all required software licenses, subscriptions, warranties, and third-party agreements unless expressly assumed by Provider.
- Promptly report technical issues, incidents, or service requests.
- Implement reasonable security measures and cooperate with Provider's recommendations regarding system protection and risk mitigation.
- Ensure that all information supplied to Provider is accurate and complete.

Client acknowledges that Provider's ability to perform the Services may be affected by Client's failure to satisfy its responsibilities.

5. Fees and Payment

In consideration of the Services, Client shall pay Provider the fees specified below:

Fee Description	Amount
Monthly Managed Services Fee	
Onboarding Fee	
Project Services Fee	
Hourly Support Rate	
Other Charges	

Provider shall issue invoices on a _____ basis. Unless otherwise stated on an invoice, all payments shall be due within _____ days from the invoice date. Any undisputed amount not paid when due may accrue interest at a rate of _____ % per month or the maximum lawful rate, whichever is lower.

Client shall remain responsible for applicable taxes, duties, assessments, and governmental charges arising from the Services, excluding taxes based on Provider's income.

6. Change Requests

Either Party may request changes to the scope of Services.

No material change shall be binding unless documented in writing and approved by authorized representatives of both Parties.

Approved changes may result in modifications to pricing, timelines, service levels, staffing requirements, or deliverables.

7. Provider Personnel

Provider shall determine the assignment, supervision, compensation, and management of its personnel.

Nothing in this Contract shall create an employment relationship, partnership, joint venture, or agency relationship between Client and Provider personnel. Provider shall remain solely responsible for the conduct and compensation of its employees, contractors, and subcontractors.

8. Equipment and Software

Unless expressly stated otherwise, all hardware, software, licenses, subscriptions, equipment, and third-party products purchased by Client shall remain Client's property or be governed by the applicable third-party licensing terms.

Provider does not transfer ownership rights in any proprietary tools, systems, methodologies, software, documentation, or intellectual property used in performing the Services.

9. Data Protection and Security

Provider shall implement reasonable administrative, technical, and organizational safeguards designed to protect Client information from unauthorized access, use, disclosure, alteration, or destruction.

Client acknowledges that no security measure can guarantee absolute protection against all threats or vulnerabilities.

Each Party shall promptly notify the other of any known security incident that may materially affect the Services or Client information.

10. Confidentiality

Each Party may receive confidential or proprietary information from the other Party in connection with this Contract.

The receiving Party shall:

- Use confidential information solely for purposes related to this Contract;
- Protect confidential information using reasonable safeguards;
- Not disclose confidential information to third parties except as authorized or required by law.

Confidentiality obligations shall not apply to information that:

- Is publicly available through no fault of the receiving Party;
- Was lawfully known prior to disclosure;
- Is independently developed without use of confidential information; or
- Is lawfully obtained from a third party without restriction.

The obligations in this clause shall survive termination of this Contract for a period of

11. Intellectual Property

Each Party retains ownership of its pre-existing intellectual property, technology, documentation, trademarks, copyrights, trade secrets, and other proprietary rights.

To the extent Provider creates deliverables specifically for Client under this Contract and receives full payment for such deliverables, Provider grants Client a perpetual, non-exclusive, transferable license to use those deliverables for Client's internal business purposes unless otherwise agreed in writing.

Provider retains ownership of all underlying methodologies, frameworks, software tools, know-how, templates, automation systems, and proprietary technologies used in delivering the Services.

12. Warranties

Provider represents that it shall perform the Services in a professional manner consistent with generally accepted industry standards.

Except as expressly stated in this Contract, Provider disclaims all other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, uninterrupted operation, or error-free performance.

Provider does not warrant that all cybersecurity threats, system failures, software defects, or operational disruptions can be prevented, detected, or eliminated.

13. Limitation of Liability

To the fullest extent permitted by applicable law, neither Party shall be liable to the other for indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits, lost revenue, lost business opportunities, loss of goodwill, or loss of data.

Provider's total aggregate liability arising from or relating to this Contract shall not exceed the total fees paid by Client to Provider during the twelve-month period immediately preceding the event giving rise to the claim.

The limitations contained in this clause shall not apply to liability arising from fraud, willful misconduct, or a Party's breach of the Confidentiality clause.

14. Indemnification

Client shall indemnify and hold harmless Provider and its personnel from claims, losses, liabilities, damages, and expenses arising from:

- Client's misuse of the Services;
- Client's violation of applicable law;
- Client-provided data, content, systems, or instructions; or
- Client's breach of this Contract.

Provider shall indemnify and hold harmless Client from third-party claims arising directly from Provider's gross negligence, willful misconduct, or material breach of this Contract.

The indemnified Party shall promptly notify the indemnifying Party of any claim and reasonably cooperate in its defense.

15. Compliance with Laws

Provider shall indemnify and hold harmless Client from third-party claims arising directly from Provider's gross negligence, willful misconduct, or material breach of this Contract.

The indemnified Party shall promptly notify the indemnifying Party of any claim and reasonably cooperate in its defense.

16. Force Majeure

Neither Party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including natural disasters, acts of government, labor disputes, cyber incidents affecting critical infrastructure, telecommunications failures, pandemics, civil unrest, war, or similar events.

The affected Party shall notify the other Party as soon as reasonably practicable and shall use reasonable efforts to mitigate the impact of the event.

17. Insurance

Provider shall maintain commercially reasonable insurance coverage during the term of this Contract, including general liability insurance and any other coverage reasonably appropriate for the Services being provided.

Upon reasonable request, Provider may furnish evidence of such coverage.

18. Termination

Either Party may terminate this Contract for cause by providing written notice if the other Party materially breaches this Contract and fails to cure the breach within _____ days after receiving notice.

Either Party may terminate this Contract without cause by providing at least _____ days' prior written notice to the other Party.

Upon termination:

- Provider shall cease performing the Services except as necessary to facilitate an orderly transition.
- Client shall pay all fees and expenses accrued through the effective termination date
- Each Party shall return or securely destroy confidential information belonging to the other Party, subject to applicable legal retention requirements.

Any provisions intended by their nature to survive termination shall remain in effect.

19. Dispute Resolution

The Parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Contract through negotiation between authorized representatives.

If the dispute is not resolved through negotiation, the Parties agree to participate in non-binding mediation before commencing litigation, unless urgent injunctive relief is required.

20. Governing Law

This Contract shall be governed by and construed in accordance with the laws of _____, without regard to conflict of law principles.

21. Notices

All notices required or permitted under this Contract shall be in writing and delivered by personal delivery, recognized courier service, certified mail, or electronic mail to the addresses designated by the Parties.

Notice shall be deemed received upon confirmed delivery.

22. Assignment

Neither Party may assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party, except in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets.

23. Entire Agreement

This Contract constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior negotiations, discussions, proposals, representations, and agreements relating to the Services.

24. Amendments

Any amendment, modification, or waiver of this Contract must be in writing and signed by authorized representatives of both Parties.

25. Severability

If any provision of this Contract is determined to be unenforceable, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be interpreted as closely as possible to its intended purpose.

26. Counterparts and Electronic Signatures

This Contract may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one agreement.

Electronic signatures and electronic records shall be deemed valid and enforceable to the extent permitted by applicable law.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Managed Service Provider Contract as of the Effective Date.

Service Provider

Name

Date

Signature

Client

Name

Date

Signature



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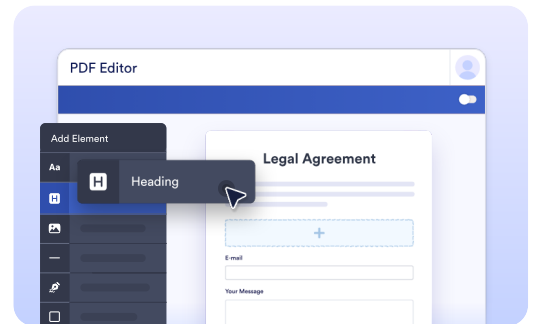
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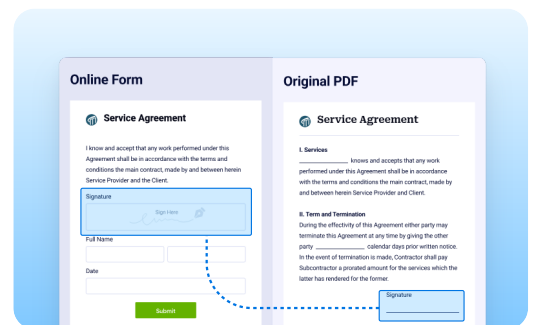
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