COMPUTER SERVICES AGREEMENT

This Computer Services Agreement (this "Agreement") is made on _____, 20____.

Provider: _____, mailing address _____.

Client: _____, mailing address _____.

1. SERVICES

Type (check one): [ ] IT support and maintenance; [ ] managed IT services; [ ] software or website development; [ ] network or hardware installation; [ ] data recovery or repair; [ ] other technical services.

Services (service and description): 1. _____; 2. _____; 3. _____ (the "Services").

Location (check one): [ ] at Client's premises at _____; [ ] remotely; [ ] remotely and on-site when needed; [ ] at Provider's place of business. Client authorizes Provider to connect to Client's systems remotely, using secure tools, to perform the Services.

Start date: _____. Target completion date: _____. Covered systems: _____.

Coverage hours: _____. Response times: critical _____; high _____; normal _____. A response means starting work, not resolving the issue.

2. ACCEPTANCE AND CLIENT RESPONSIBILITIES

For development or installation work, Client tests the finished work within _____ business days and accepts it or lists, in writing, what does not match. The work is accepted when Client accepts it in writing, when that time ends without a list, or when Client starts using it in normal business operations.

Client gives timely access to premises, systems, accounts and administrator credentials, names a contact person, and uses only properly licensed software. Work on problems caused by changes made by others is extra work.

3. CLIENT DATA AND BACKUPS

Client Data belongs to Client and is used only to perform the Services. Backups are kept by (check one): [ ] Client; [ ] Provider, as follows: _____.

Provider is not responsible for loss or corruption of Client Data, except to the extent it is caused by Provider's breach of this Agreement or Provider's negligence or misconduct.

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4. FEES AND PAYMENT

Fees (check one): [ ] $_____ per hour, invoiced monthly with time records, up to $_____ without further approval; [ ] a fixed fee of $_____, with a deposit of $_____ at signing and the rest when the Services are complete; [ ] $_____ per month, invoiced in advance, covering [ ] all listed services [ ] up to _____ hours each month.

Extra work is estimated first, done only with Client's written approval (email is fine), and billed at $_____ per hour. Expenses (check one): [ ] included; [ ] reimbursed at cost, with approval needed for any single expense over $_____.

Invoices are due within _____ days. Provider may suspend the Services after 5 business days' written notice if an amount is more than 15 days past due. Taxes are added where they apply.

5. HARDWARE, SOFTWARE AND OWNERSHIP

Purchases (check one): [ ] Client buys directly; [ ] Provider buys for Client at prices Client approves first, with title passing on payment; [ ] none expected. Accounts Provider sets up for Client are registered in Client's name where allowed, with the administrator credentials given to Client.

Custom software or websites (check one): [ ] when paid in full, Provider assigns to Client all rights, including copyright, delivers the source code, and licenses Provider's pre-existing tools for use in the work; [ ] Provider keeps ownership and, when paid in full, grants Client a non-exclusive, perpetual license to use, copy and modify the work for Client's own business.

Client may use the configurations, scripts and documentation Provider prepares for Client's systems. Provider keeps its general tools and know-how.

6. CONFIDENTIALITY, WARRANTY AND LIABILITY

Each party keeps the other's non-public information, including Client Data, passwords and security settings, confidential. Provider uses reasonable safeguards and uses Client's credentials only for the Services.

Provider performs the Services in a professional and workmanlike manner and corrects faulty work reported within _____ days at no charge. Products made by others carry only their makers' warranties. No other warranties apply, to the extent the law allows.

Except for confidentiality breaches and bodily injury or property damage caused by negligence, each party's liability is limited to [ ] the fees paid in the prior 12 months [ ] $_____. Neither party is liable for lost profits or indirect damages, to the extent the law allows.

7. TERM, TERMINATION AND GENERAL TERMS

Term (check one): [ ] until the Services are finished and paid for; [ ] until either party ends it; [ ] _____ months, then month to month. Notice to end: _____ days. Either party may end this Agreement for a material breach not cured within 15 days after written notice.

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On ending, Client pays for work performed, and within 10 days Provider returns all passwords, credentials, license keys, documentation and Client Data, without holding them back over a payment dispute. Further transition help is available for 30 days at the extra work rate.

Provider is an independent contractor and stays responsible for any subcontractors. The law of the State of _____ governs this Agreement. This Agreement is the entire agreement, can be changed only in a signed writing (schedules and approvals may be agreed by email), and may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Provider

Signature: _____ Date: _____

Printed Name: _____

Client

Signature: _____ Date: _____

Printed Name: _____

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