

# IT Services Master Agreement

This IT Services Master Agreement ("Agreement") is made and entered as of \_\_\_\_\_ [Date] \_\_\_\_\_ by and between:

- **Client:** \_\_\_\_\_
- **Service Provider:** \_\_\_\_\_

## 1. Definitions

Capitalized terms used in this Agreement have the meanings set forth below or as otherwise defined within the Agreement.

## 2. Scope of Services

The Service Provider will provide IT services to the Client as set forth in one or more Statements of Work ("SOW") executed by both parties in writing.

## 3. Term and Termination

**3.1** This Agreement commences on the Effective Date and remains in effect until terminated by either party upon thirty (30) days' written notice.

**3.2** Either party may terminate this Agreement for material breach if not cured within fifteen (15) days after receipt of written notice.

## 4. Fees and Payment

The Client will pay the Service Provider as set forth in the applicable SOW(s). Payments are due within thirty (30) days of receipt of an accurate invoice.

## 5. Confidentiality

Both parties agree to maintain the confidentiality of proprietary information received in connection with this Agreement.

## 6. Intellectual Property

Ownership of deliverables and intellectual property will be as set forth in the applicable SOW(s).

## 7. Warranties and Disclaimers

The Service Provider warrants that services will be performed in a professional and workmanlike manner in accordance with industry standards.

## 8. Limitation of Liability

Neither party shall be liable for indirect, incidental, or consequential damages arising from or related to this Agreement.

## 9. General Provisions

1. This Agreement constitutes the entire agreement between the parties regarding its subject matter.
2. This Agreement may only be modified by a written amendment signed by both parties.
3. This Agreement is governed by the laws of \_\_\_\_\_.

## **10. Signatures**

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Client: Authorized Signature

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Name and Title

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Date

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Service Provider: Authorized Signature

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Name and Title

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Date