

Example IT Support & Managed Services Agreement

Educational Sample Only

1. Parties

This Agreement is between **[Service Provider]** (ABN: [ABN]) and **[Client]** (ABN: [ABN]) commencing on **[Date]**.

2. Services

The Provider will supply managed IT services including helpdesk support, remote support, onsite support where agreed, user assistance, software updates, network monitoring, scheduled maintenance, and basic cybersecurity guidance.

3. Service Levels (SLA)

Business hours are Monday to Friday, 8:30 am–5:00 pm (excluding public holidays). Emergency support may be available outside business hours and may incur additional charges.

4. Response Times

Critical: within 1 hour. High: within 4 business hours. Medium: within 1 business day. Low: within 2 business days. Response times are targets only.

5. Client Responsibilities

The Client must provide system access, maintain licensed software, promptly report issues, maintain suitable internet connectivity, and cooperate with troubleshooting.

6. Fees

Fees are set out in the Schedule. All amounts are exclusive of GST unless stated otherwise. GST is payable in accordance with Australian law. Additional onsite visits, after-hours work, hardware, software licences, and third-party costs may be charged separately.

7. Data Security

The Provider will use reasonable measures to protect systems under its control. The Client remains responsible for passwords, user access, compliance obligations, and approving security policies. Data backup services, if provided, reduce risk but do not guarantee recovery of all data after hardware failure, cyber incidents, corruption, or disasters. The Client should maintain independent backup and disaster recovery arrangements.

8. Confidentiality

Each party must keep confidential information secure and not disclose it except where required by law or for performing this Agreement.

9. Intellectual Property

Existing intellectual property remains with its owner. Custom documentation, scripts, or configurations developed under this Agreement remain as stated in the Proposal or Schedule.

10. Term & Termination

This Agreement starts on the Commencement Date and continues until terminated. Either party may terminate by giving [30] days' written notice or immediately for material breach not remedied within [14] days.

11. Limitation of Liability

To the extent permitted by Australian law, the Provider's liability is limited to re-supplying the services or the cost of re-supplying them. The Provider is not liable for indirect or consequential loss, lost profits, business interruption, ransomware, or third-party failures beyond its reasonable

control.

12. Dispute Resolution

The parties will first attempt to resolve disputes through good-faith negotiations. If unresolved within 30 days, they agree to mediation before commencing court proceedings, except where urgent relief is required.

13. Governing Law

This Agreement is governed by the laws of **[State/Territory]**, Australia.

14. Signatures

Provider: _____ Date: _____

Client: _____ Date: _____

Educational Disclaimer

This document is an example IT Support & Managed Services Agreement template for educational purposes only. It does not constitute legal advice and should be reviewed and tailored by a qualified Australian legal professional before use.