



PROPOSAL KIT SAMPLE

SAMPLE CONTRACT PACK DOCUMENT

Scroll down to read the first part of this sample contract document. When purchased, the complete contract is included in an editable Word format.

When purchased, the Proposal Kit Professional or Contract Pack will also include many related documents many of which are designed to work together.

For example, some documents are used in a longer sequence one after the other. Some include optional exhibit and schedules.

Also see this article for proposal and contract writing best practices:



<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

[Click here to purchase Contract Pack](#)

COMPUTER SUPPORT AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Consultants") and <<CustCompany>> ("Customer").

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Consultants hereby agree as follows:

1. Scope of Services.

Consultants shall, during the Term (as defined below) provide to Customer the computer consulting services described below (the "Services" or "Work Product"), at such times as Customer may reasonably request.

Services include, but are not limited to:

- 1) Install patches, fixes, and updates to operating system and/or servers; install additional software packages to the operating system or server; install patches, fixes, and updates to additional software packages.
- 2) Maintain adequate protection and safeguard Customer against virus, Trojan, spyware (the "Protections") or any other unauthorized intrusion Customer may specify.
- 3) Develop policies and procedures for updating Protections.
- 4) Evaluate and make recommendations to Customer regarding Network Security, Protections, or any other concerns Consultants may have in order to safeguard Customer's Network, Workstations, Computers, or other related systems.
- 5) Provide consultation and installation Services for any new projects or tasks that Customer requests of Consultants.

Customer Initials _____ Consultant Initials _____

- 6) Provide disaster recovery from backup and maintain a current file library of all software, licenses, records, or purchases Consultants have made for Customer, source code and maintain a history log or other record for Customer concerning all installations, upgrades, patches, or other Services performed for Customer.
- 7) Offer general advice and guidance to Customer's employees or end users, and make recommendations to Customer concerning their systems and software.
- 8) Liaise with hardware engineers and customer support, or other Services or entities related to the maintenance and upkeep of Customer's systems and software.
- 9) Provide up to two (2) hours of consultation with Customer every month in order to schedule any projects, set priorities, or discuss special needs that Customer may have.

1.1 Limitation of Services.

Consultants shall not be responsible for the following:

- 1) Liaising with billing and/or accounting on matters related to payment for software, licenses, Services, or other items unless directly provided by or acquired for Customer by Consultants.
- 2) Monitoring Web Site or Web Server status, unless otherwise specified and agreed upon.
- 3) Fixing errors and omissions contained in any third-party resource outside of the direct control of Consultants, unless otherwise specified.

2. Specifications.

Consultants agree to perform the Services pursuant to the specifications set forth in Exhibit B attached hereto (the "Specifications").

3. Term of Service.

Customer Initials _____ Consultant Initials _____

This Agreement shall commence on <<StartDate>> and shall continue in full force and effect until terminated by either party upon at least ninety (90) days prior written notice. Absent a termination notice, no event (except breach) may terminate this Agreement prior to <<EndDate>>. Upon termination of this Agreement, Consultants shall transfer and make available to Customer all property and materials in Consultants' possession or subject to Consultants' control that are the rightful property of Customer. Consultants shall make every reasonable effort to secure all written or descriptive matter that pertains to the Services or Work Product and agree to provide reasonable cooperation to arrange for the transfer of all property, contracts, agreements, supplies, and other third-party interests, including those not then utilized, and all rights and claims thereto and therein. In the event of loss or destruction of any such material or descriptive matter, Consultants shall immediately notify Customer of the details of the loss or destruction in writing and provide the necessary information for a loss statement or other documentation to Customer.

4. Ownership Rights.

Consultants shall have ownership to all Consultants' Material.

"Consultants' Material" consists of all copyrightable:

- a) Materials that do not constitute Services or Work Product (as defined in Section 1, Scope of Services, and in Exhibit B, Specifications).
- b) Materials that are solely owned by Consultants ("Pre-existing works") or licensed to Consultants.
- c) Materials that are incorporated into the Work Product or a part of the Services.
- d) Additional material shall include, but are not limited to: <<Insert additional material here.>>

Consultants shall hold all rights, title, and interest in and to Consultants' Material. Customer shall not do anything that may infringe upon or in any way undermine Consultants' rights, title, and interest in Consultants'

Material, as described in this paragraph 4. Notwithstanding the above, Consultants hereby grant Customer an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license for the use or for the sublicense of the use of any Consultants' Material employed under this Agreement.

5. Compensation.

For all of Consultants' Services under this Agreement, Customer shall compensate Consultants in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Consultants have the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement (breach), (2) immediately stop all Services, (3) bring legal action.

6. Mutual Confidentiality.

Customer and Consultants acknowledge and agree that the Specifications and all other documents and information related to the performance, production, creation or any expression of the Services or Work Product are the property of Customer. Materials shared between Consultants and Customer (the "Confidential Information") including, but not limited to, documentation, product specifications, drawings, pictures, photographs, charts, correspondence, supplier lists, financial reports, analyses and other furnished property shall be the exclusive property of the respective owner (the "Owning Party") and will

DEMO CONTRACT

This demo contract has been truncated. The complete 6 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/html/legal-contract-templates/computer-systems-hardware-contracts/computer-support-contract.htm>

Customer Initials _____ Consultant Initials _____

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Customer Initials _____ Consultant Initials _____

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

ProposalKit.com/htm/proposal-software-products.htm

