

Sure, I can help you draft a basic software maintenance contract. Please note that it is always advised to have such a document reviewed by a legal professional before it is finalized. Below is a general template for a Software Maintenance Agreement:

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**\*\*Software Maintenance Agreement\*\***

**\*\*This Software Maintenance Agreement ("Agreement") is entered into as of [Date] by and between:\*\***

**\*\*Client:\*\***

[Client's Full Name]

[Client's Address]

[City, State, ZIP Code]

**\*\*Service Provider:\*\***

[Service Provider's Full Name]

[Service Provider's Address]

[City, State, ZIP Code]

**\*\*1. Agreement Scope and Terms\*\***

**\*\*1.1 Services Provided.\*\***

The Service Provider agrees to provide software maintenance services ("Services") for the Client's software application ("Software") described in Exhibit A.

**\*\*1.2 Term.\*\***

This Agreement shall commence on [Start Date] and continue until [End Date] unless terminated earlier as per the terms of this Agreement.

**\*\*1.3 Payment.\*\***

In consideration for the Services rendered, the Client agrees to pay the Service Provider the amount of [Amount in Currency], payable as follows: [Payment Terms] (e.g., monthly, quarterly).

**\*\*2. Maintenance Services\*\***

**\*\*2.1 Regular Maintenance.\*\***

The Service Provider will provide regular maintenance to ensure the Software operates as intended. This includes bug fixes, updates, and performance improvements.

**\*\*2.2 Emergency Support.\*\***

The Client is entitled to emergency support for critical issues that affect the business operations. Emergency support is available [Hours] hours a day, [Days] days a week. Contact details for emergency support: [Contact Information].

## **\*\*2.3 Upgrades.\*\***

The Service Provider shall provide all minor upgrades and updates to the Software during the term of this Agreement. Major upgrades that significantly enhance the Software's functionalities will be provided at an additional cost, subject to mutual agreement.

## **\*\*3. Client Responsibilities\*\***

### **\*\*3.1 Access to Software.\*\***

The Client will provide the Service Provider with necessary access to the Software and all relevant systems to perform the Services.

### **\*\*3.2 Cooperation.\*\***

The Client agrees to cooperate with the Service Provider in troubleshooting and resolving any issues with the Software.

## **\*\*4. Confidentiality\*\***

### **\*\*4.1 Confidential Information.\*\***

Both parties agree to keep confidential all information and data that is disclosed in the course of performing this Agreement.

## **\*\*5. Termination\*\***

### **\*\*5.1 Termination for Convenience.\*\***

Either party may terminate this Agreement by providing [Number] days written notice to the other party.

### **\*\*5.2 Termination for Cause.\*\***

Either party may terminate this Agreement immediately if the other party breaches any material term of this Agreement and fails to cure such breach within [Number] days of receipt of written notice of such breach.

## **\*\*6. Limitation of Liability\*\***

The Service Provider shall not be liable for any indirect, special, incidental, punitive, or consequential damages arising out of or in connection with this Agreement.

## **\*\*7. Governing Law\*\***

This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

## **\*\*8. Entire Agreement\*\***

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or understandings, whether written or oral.

**\*\*IN WITNESS WHEREOF\*\***, the parties have executed this Software Maintenance Agreement as of the day and year first above written.

**\*\*Client:\*\***

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[Client's Full Name]  
[Title]  
[Signature]

**\*\*Service Provider:\*\***

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[Service Provider's Full Name]  
[Title]  
[Signature]

**\*\*Exhibit A:\*\*** Description of Software

[Include a detailed description of the software that will be maintained under this agreement.]

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If you have more specific details about the services or any additional clauses you would like to include, please let me know, and I can further tailor the agreement to your needs.