



Terviqon

UNIFIED TECHNOLOGY COMMAND

CURRENT STANDARD TERMS · ACCEPTED THROUGH A TERVIQON ORDER SUMMARY

Managed IT Service Agreement

Essentials · Standard Terms and Plan Schedule

Effective August 28, 2026 · Version 1.1

\$99

per enrolled device / month

NO DEVICE MINIMUM	\$99 ONBOARDING	MONTH-TO-MONTH
10 HRS / ACCOUNT	2 BUSINESS DAYS URGENT	30-DAY NOTICE

This agreement is the operative standard contract for the selected plan. Customer-specific identity, device count, start date and approved add-ons are recorded in the accepted Order Summary, which incorporates these terms.

English is the controlling contract language. Spanish and Portuguese editions are convenience translations.

AGREEMENT MAP

Core relationship · Service delivery · Commercial terms · Security and data · Risk allocation · Plan schedule

Managed IT Service Agreement

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1. Agreement structure and acceptance

This Managed IT Service Agreement (Agreement) is between Terviqon (Provider) and the organization identified as Customer in an accepted Terviqon Order Summary. The Agreement consists of these Standard Terms, the selected Plan Schedule and the Order Summary. If they conflict, the Order Summary controls, then the Plan Schedule, then these Standard Terms.

Customer accepts the Agreement by signing, electronically accepting or authorizing activation under an Order Summary. The individual accepting represents that they can bind Customer. Service begins on the activation date shown in the Order Summary.

2. Core definitions

Enrolled Device means a compatible Windows computer, macOS computer or server with active Terviqon management and endpoint-protection enrollment. Customer Data means information supplied by Customer or accessed solely to deliver service. Incident means an unplanned interruption or degradation of a covered device or service. Service Request means a routine request that is not an Incident.

- Business Hours: Monday-Friday, 8:00 AM-5:00 PM Eastern Time, excluding U.S. federal holidays.
- Support Channel: the designated ticket portal or support email.
- Initial Response: human acknowledgment and active triage. It is not a guaranteed resolution time.

3. Recurring managed service

Provider will deliver the selected plan for Enrolled Devices. 24/7 monitoring, where included, is automated; human help desk and response targets follow Business Hours. Work is limited to eligible devices, supported operating systems, supported applications and the service boundaries in the Plan Schedule.

- Supported managed-device categories: compatible Windows computers, macOS computers and servers only.
- Common supported applications: current web browsers, Adobe Acrobat Reader and licensed Microsoft 365 desktop applications.
- Phones, tablets, printers, firewalls, switches, access points, cameras, mobile-device management and cloud tenancy administration are not Enrolled Devices unless separately scoped in an Order Summary.

4. Remote-support scope

The Essentials plan includes 10 hours per Customer account each billing month, tracked in 15-minute increments and nonrolling. Standard and Premium unlimited help desk applies to routine remote assistance on Enrolled Devices and does not include projects, migrations, training, on-site work, after-hours work, unsupported systems or separately scoped changes.

For Essentials, support beyond the included ten account hours is \$145 per hour in 15-minute increments. Provider will not begin billable overage without written approval.

- Included remote assistance: diagnosis and correction of routine operating-system, covered-application, printing, connectivity and endpoint-protection issues on an Enrolled Device.
- Not charged against the Essentials allocation: automated patch deployment, endpoint-protection operations, agent maintenance and Terviqon-caused rework.
- Not included: projects, migrations, device replacement, data transfer, training, personal devices, custom application development or work on unmanaged systems.

5. Support hours, priority and response

Response clocks begin when Provider receives a complete ticket through an approved Support Channel. The clock runs only during Business Hours, pauses while waiting for Customer or third-party action and excludes outages or delays outside Provider's reasonable control. Provider assigns final priority based on impact and urgency.

A missed qualifying P1 initial-response target is eligible for a credit equal to 10% of the affected device's monthly plan fee; a missed P2 target is eligible for 5%. Credits are capped at 15% of monthly recurring charges, must be requested within 15 days and are the sole monetary remedy for a response-target miss.

6. Onboarding and device eligibility

Onboarding is \$99 once per Customer account. It includes account configuration and installation of Terviqon's management system on initially enrolled devices. A complete deployment is normally finished within five days after contracting; timing depends on device quantity and access, and ordinary enrollment does not require employees to stop working. The first applicable report is delivered after the first 30 days.

A device must be a compatible Windows computer, macOS computer or server, legally licensed, accessible, reasonably stable and capable of running required tools. Provider may identify a device as Legacy or Unsupported. Work on such a device is best effort, outside response credits and may require an approved remediation or replacement.

7. Customer responsibilities

Customer will designate authorized contacts, maintain lawful software and data, provide timely access and approvals, protect credentials, use multi-factor authentication where available, maintain internet and power, tell Provider about material staffing or vendor changes and preserve any backup required for its business. Customer remains responsible for business decisions, regulatory obligations, data classification and cyber-insurance decisions.

8. Fees, billing and device changes

Recurring fees are billed monthly in advance and are due within 10 calendar days. Taxes and approved third-party charges are additional. Devices added during a billing cycle may be prorated and do not trigger another onboarding fee while the same Customer account remains active; removal takes effect on the next billing cycle after written notice and completed offboarding. Provider may change standard pricing with 45 days' notice, and Customer may cancel before the new price takes effect.

Undisputed overdue amounts may accrue 1.5% interest per month or the maximum lawful amount, whichever is lower. Provider may suspend nonemergency service when an undisputed invoice is 15 days past due after at least five days' written notice. Customer must notify Provider of a good-faith billing dispute within 10 days of the invoice.

9. Additional and excluded work

Approved projects are fixed-price when quoted that way or \$175 per hour. On-site service is \$185 per hour with a two-hour minimum, plus pre-approved travel and direct expenses. Approved after-hours service is \$225 per hour with a one-hour minimum. Availability is not guaranteed outside Business Hours.

- Hardware, Microsoft 365 and cloud subscriptions, backup licenses, storage, retention and other third-party products.
- Projects, migrations, new-device builds, data transfers, cabling, construction, cameras, major network work and formal training.
- Digital forensics, legal discovery, regulatory certification, penetration testing and incident response beyond routine endpoint containment.
- Data recovery when no usable supported backup exists, and losses caused by excluded or unmanaged systems.

10. Backup and shared responsibility

Essentials does not include protected file or Microsoft 365 backup. Standard and Premium include weekly file backup for critical data selected by Terviqon analysts within the agreed scope, up to 10 GB of included storage, 30-day retention and file restoration. Backup is file-only, is not a whole-machine image and is not routinely test-restored. Storage above 10 GB and any different recovery objective require separate written pricing. Customer remains responsible for confirming that the agreed file scope meets its needs.

11. Security and privacy

Provider will use commercially reasonable safeguards appropriate to the service, including unique technician identities, role-based access, multi-factor authentication where supported, encrypted transport and activity logging where available. Remote access must relate to an active ticket, approved maintenance or documented security event.

Provider will notify Customer without unreasonable delay and within 72 hours after confirming a material compromise of Customer Data within Provider's control, unless law enforcement, law or an active investigation requires delay. No provider can guarantee prevention of every attack, outage or data-loss event, and service does not itself certify HIPAA, PCI DSS, SOC 2 or another framework.

12. Confidentiality

Each party will protect the other's nonpublic business, technical and personal information using at least reasonable care and use it only for the Agreement. Disclosure is permitted to personnel and subprocessors with a need to know and confidentiality obligations, or when legally required after notice where lawful. These duties continue for three years after termination; trade secrets remain protected while legally qualifying as trade secrets.

13. Customer Data and intellectual property

Customer owns Customer Data. Customer grants Provider the limited right to access, process and transmit it only to deliver, secure and administer service. Provider owns its preexisting and generally applicable tools, scripts, methods, templates and know-how. Customer receives a perpetual internal-use license to customer-specific documentation delivered and paid for, excluding Provider tools and third-party materials.

14. Warranties and disclaimers

Provider warrants that it will perform services in a professional and workmanlike manner. Customer's remedy for a verified breach is reperformance if reasonably possible. Except for that express warranty, services and third-party products are provided subject to applicable written terms and, to the maximum extent permitted by law, implied warranties of merchantability, fitness, noninfringement and uninterrupted operation are disclaimed.

15. Limitation of liability

Neither party is liable for indirect, incidental, special, exemplary, consequential or lost-profit damages. Except for excluded claims below, each party's aggregate liability is capped at recurring fees paid or payable under the affected Order Summary during the six months before the event. Provider's aggregate liability for a proven confidentiality or Customer Data security breach is capped at twelve months of those recurring fees.

The caps do not limit Customer payment obligations, either party's willful misconduct or gross negligence, or obligations that cannot legally be limited. Third-party service credits received by Provider for a Customer-specific outage will be passed through to Customer where contractually permitted.

16. Mutual indemnity

Provider will defend Customer against a third-party claim that Provider-created deliverables infringe a U.S. intellectual-property right, excluding Customer content, specifications, modification or third-party products. Customer will defend Provider against third-party claims arising from unlawful Customer Data, Customer's illegal use of service or Customer instructions that violate another party's rights. The indemnified party must give prompt notice, reasonable cooperation and control of defense, and no settlement may admit fault or impose nonmonetary duties without consent.

17. Suspension, termination and transition

The service is month-to-month after activation. Either party may cancel for convenience with 30 days' written notice. Either party may terminate a material breach not cured within 10 days of written notice. Provider may immediately restrict access that creates a material security risk or unlawful condition.

At termination, Provider will remove management agents remotely and make available existing Customer documentation after final payment. Transition work beyond routine agent removal is billed at \$175 per hour after approval. Customer Data in active service systems is scheduled for deletion within 30 days and residual protected backups within 90 days, subject to legal holds and provider retention cycles.

18. General terms

The parties will first attempt in good faith for 30 days to resolve a dispute through executive discussion. Florida law governs without regard to conflict rules, and exclusive venue lies in state or federal courts in Broward County, Florida. Notices are effective when sent to contact@terviquon.com for Provider and the designated Customer notice email in the Order Summary.

Neither party is responsible for delay caused by events beyond reasonable control, excluding payment obligations. Customer may not assign the Agreement without consent; Provider may assign it with a merger, sale or reorganization if the successor assumes the obligations. The Agreement is the entire agreement for its subject, may be amended only in writing, supports electronic signatures and remains enforceable if a provision is severed. Failure to enforce once is not a waiver.

Schedule A • Selected plan

Remote help, endpoint protection and automatic updates for a predictable support workload.

Recurring price	\$99 per Enrolled Device per month
Device minimum	None; service may begin with one device
Onboarding	\$99 once per Customer account
Remote support	10 hours per Customer account each billing month, tracked in 15-minute increments and nonrolling
Essentials overage	\$145 per hour in 15-minute increments
Vendor coordination	Not included
Service term	Month-to-month; 30 days' written cancellation notice

Included capabilities

- 10 help-desk hours per Customer account each month
- Remote help desk by ticket or email
- Managed antivirus / EDR
- Automatic supported-software updates
- Urgent initial response within 2 business days
- Compatible managed devices: Windows, macOS and servers

Priority and response matrix

Priority	Definition	Initial response
P1 • Urgent	Covered business-critical operation unavailable for most users, or one critical device with no workable alternative.	2 business days
P2 • High	Material degradation affecting multiple users or an important workflow, with a limited workaround.	2 business days
P3 • Normal	Single-user or noncritical issue with a workable alternative.	3 business days
P4 • Request	Information, routine change, access request or scheduled task.	3 business days

Response targets apply only to complete requests for covered services during Business Hours. Resolution depends on diagnosis, customer cooperation, third parties, parts, connectivity and other conditions.

Schedule B • Data handling and service controls

Customer Data is processed only to deliver, secure and administer service. Authorized personnel and service providers may access data from the United States, India, Spain and Brazil under role limits and confidentiality duties. Customer-specific RMM, endpoint-security, backup and ticketing providers are disclosed before activation or in service documentation.

After termination, active-system Customer Data is scheduled for deletion within 30 days and residual protected backups within 90 days, subject to legal holds and provider retention cycles. Contracts, invoices and material account records may be retained for seven years. Support records and active-system telemetry may be retained for up to 24 months.

Baseline controls

- Unique technician identities and least-privilege access
- Multi-factor authentication where supported
- Encrypted transport for supported tools
- Activity logging where the platform provides it
- Prompt revocation of access following personnel departure
- Material Customer Data incident notice within 72 hours after confirmation, subject to lawful delay

Contract administration

Customer-specific details are intentionally maintained in the accepted Order Summary rather than duplicated in these public standard terms. Questions, notices and requests for a current copy should be sent to contact@terviquon.com or made by phone at (725) 895-3473.

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