

SAMPLE - FOR REVIEW ONLY

Managed IT Service Agreement

Transparent example terms for the Essentials plan

\$99

per managed device / month

Minimum enrollment	2 managed devices
Service term	Month-to-month after activation
Cancellation	30 days written notice
Billing	Monthly in advance; taxes and approved third-party charges excluded

This document is a detailed business example, not a binding offer and not legal advice. Final terms require written approval and a signed agreement reviewed by qualified counsel.

1. Parties and effective date

This sample agreement is between Terviqon (Provider) and the customer identified in an executed order form (Customer). The effective date, legal entity names and notice addresses must be completed in the final signed version.

2. Managed service scope

Provider will deliver the following recurring services for devices that are enrolled, supported and listed in the approved device inventory:

- Remote help desk for enrolled devices
- Operating system and supported application patching
- Managed antivirus / EDR administration
- Email and ticket support

Service boundaries

Remote support is metered and delivered within the selected tier's recurring scope. The monthly fee does not create unlimited labor or an open-ended obligation. Repeated incidents caused by unsupported systems, projects, migrations, training, on-site work and major remediation require a separate written scope.

Support hours

Proposed standard support hours are Monday-Friday, 8:00 a.m.-6:00 p.m. Eastern Time, excluding published holidays. Monitoring may operate continuously, but response targets are measured during support hours unless an executed order form says otherwise.

3. Response targets

Targets begin when a complete request is received through an approved channel. A response target is not a guaranteed resolution time. Priority is confirmed by Provider based on business impact.

Priority	Initial response target
Urgent	4 business hours
High	8 business hours
Normal	2 business days

Urgent means a covered, business-critical service is unavailable for most users with no reasonable workaround.

4. Customer responsibilities

- Maintain supported hardware, operating systems and licensed software.
- Provide timely access, approvals, contacts and accurate information.
- Use multi-factor authentication where supported and protect credentials.
- Notify Provider before material technology, vendor or staffing changes.
- Maintain lawful data, software and acceptable-use practices.

5. Exclusions and separately approved work

- New-device onboarding fees and initial remediation identified during assessment.
- Hardware, software licenses, cloud subscriptions and third-party vendor charges.
- Projects, migrations, cabling, construction, camera systems and major network work.
- On-site labor, after-hours scheduled work and travel unless listed in an order form.
- Digital forensics, legal discovery, regulatory certification and incident response beyond routine containment.
- Data recovery where no usable managed backup exists.

No separately priced work begins without a written description, price or billing basis, and Customer approval.

6. Security, privacy and backups

Provider will use commercially reasonable administrative and technical practices for covered services. No provider can guarantee that every threat, outage or data-loss event will be prevented. Customer remains responsible for business decisions, legal obligations, data classification and confirming that backup scope meets recovery needs.

7. Fees, device changes and payment

Recurring fees equal the active managed-device count multiplied by the plan price. Devices added during a billing period may be prorated. Removing a device requires written notice and completion of offboarding. Sample invoices are due within 10 days; final payment timing must be confirmed in the order form.

8. Confidentiality and access

Each party will protect the other's non-public information using reasonable care and use it only to perform or receive services. Remote access credentials and administrative privileges will be limited to authorized personnel and legitimate service activity.

9. Change control

Either party may request a change to device count, scope, service level or project work. A change becomes effective only after written approval. Provider may recommend a higher tier when recurring demand materially exceeds the selected scope.

10. Suspension, cancellation and transition

Either party may cancel month-to-month services with 30 days written notice. Provider may suspend access for material security risk, unlawful use or overdue undisputed amounts after reasonable notice. On termination, Provider will remove management tooling and provide available Customer documentation after final payment.

11. Legal terms requiring counsel review

The final agreement should include approved warranty disclaimers, liability limits, indemnity, dispute process, governing law, insurance requirements and data-processing terms. Those provisions are intentionally not finalized in this business sample.

Schedule A - order form details

Customer legal name	_____
Primary contact	_____
Billing email	_____
Requested service start	_____
Initial managed-device count	_____
Selected plan	_____
Approved onboarding scope / notes	_____

12. Approval and signatures

Do not sign this sample. Replace bracketed information and obtain legal review before execution.

Terviqon / Provider	Customer
Authorized name: _____	Authorized name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____