

# MANAGED SERVICE PROVIDER (MSP)

## TERMS OF SERVICE

Last Updated: 2025-04-08

At Software Consulting Services (SCS), our Managed IT Services are designed to support your evolving technological needs with the diligence and care that reflect both our respect for the simplicity of early computing and the demands of today's complex IT landscape. By using our MSP Services, you agree to be bound by the following terms and conditions.

### 1 Definitions

- **"MSP Services"**: The Managed IT Services provided by SCS as described in this document.
- **"Customer" or "User"**: The individual or entity subscribing to or using our MSP Services.
- **"User/Endpoint Devices"**: Desktops, laptops and tablets covered under certain service offerings. Note that some services offered for user devices do not apply to servers.
- **"Data Transfer"**: Transfers exclusively limited to user profile data.
- **"Additional Services"**: Any service requests not expressly covered by these MSP Services, which will be billed at an hourly rate.
- **"Pricing Tiers"**: The service levels offered are as follows:
  - **BASIC**: \$25 per endpoint per month
  - **STANDARD**: \$50 per endpoint per month
  - **PREMIUM**: \$65 per endpoint per month

### 2 Scope of Services

Our MSP Services are delivered on a best-efforts basis, contingent upon the Customer maintaining a stable and reliable internet connection. Please note that service performance may be affected by connectivity issues or third-party disruptions.

Our service offerings are divided into three main categories:

1. **User/Endpoint Device Management** (applies to desktops and laptops)
2. **Network Device Management** (for firewalls, switches, routers, and access points)
3. **Server Device Management**

Each category is offered across three pricing tiers (BASIC, STANDARD, PREMIUM) as specified above. The details of the service offerings under each category are set forth below.

## 3 Managed IT Services Offerings

### 3.1 User/Endpoint Device Management

Service	Basic Plan	Standard Plan	Premium Plan
Anti-virus and Anti-Malware Software and Monitoring	Included	Included	Included
Endpoint Detection and Response -- Real-time monitoring, data analytics, and automated response to detect and investigate threats	Included	Included	Included
RMM - Remote Management	Included	Included	Included
Device Health Monitoring & Alerting	Included	Included	Included
Operating System Patching	Quarterly	Monthly	Monthly
Critical/0-Day Device OS Patching	Included	Included	Included
Onboarding New Systems and New Users in Active Directory	Included	Included	Included
Offboarding Systems and Users in Active Directory	Included	Included	Included
Monthly Virtual Meeting Check-Ins -- Q&A and review monthly activity reports	Included	Included	Included
Tablet Support	Excluded	Included	Included
Quarterly review of event logs	Excluded	Included	Included
Quarterly device drivers and firmware updates (as needed)	Excluded	Included	Included
System Monitoring & Preventative Error Checking	Excluded	Included	Included
Update and Configure OS and install security applications on new PCs purchased from SCS	Excluded	Excluded	Included
Assist with Voicemail and Desk Phones	Excluded	Excluded	Included
HelpDesk Tier 1 Support	Included	Included	Included
Help Desk Tier 2 Support Escalation	Excluded	Excluded	Included
VIP Hourly Rate	Excluded	Excluded	Included

### 3.2 Network Device Management (Firewalls, Switches, Routers, APs)

Service	Basic Plan	Standard Plan	Premium Plan
Monthly Device Health Check	Included	Included	Included

Service	Basic Plan	Standard Plan	Premium Plan
Critical/0-Day Patching - 3rd party required	Included	Included	Included
Firmware Patching & Updates (as needed)	Bi-annually	Quarterly	Monthly
Remote ISP Outage Troubleshooting & Resolution - Act as Liaison	Excluded	Included	Included
Remote Network Equipment Troubleshooting	Excluded	Included	Included
Maintain Network Documentation & Diagrams	Excluded	Excluded	Included
Lifecycle & Renewal Management	Excluded	Excluded	Included
Act as Liaison for Phone and Internet Carrier	Excluded	Excluded	Included
HelpDesk Tier 1 Support	Excluded	Included	Included
Help Desk Tier 2 Support Escalation	Excluded	Excluded	Included
VIP Hourly Rate	Excluded	Excluded	Included

### 3.3 Server Device Management

Service	Basic Plan	Standard Plan	Premium Plan
Anti-Virus and Anti-Malware Software and Monitoring	Included	Included	Included
Endpoint Detection and Response - Real-time monitoring, data analytics, and automated response to detect and investigate threats	Included	Included	Included
RMM - Remote Management	Included	Included	Included
Device Health Monitoring & Alerting	Included	Included	Included
Operating System Patching	Quarterly	Monthly	Monthly
Critical/0-day Device OS Patching	Included	Included	Included
Monthly Virtual Meeting Check-Ins -- Q&A and review monthly activity reports	Included	Included	Included
Monthly Log Reviews	Excluded	Included	Included
HelpDesk Tier 1 Support	Excluded	Included	Included
Help Desk Tier 2 Support Escalation	Excluded	Excluded	Included
VIP Hourly Rate	Excluded	Excluded	Included

### 3.4 Helpdesk Tier 1 Support

Helpdesk Tier 1 Support services are performed as remote services only.

- Basic Support
- M365 basic office tools assistance
- Computer hardware / operating system troubleshooting
- Support SCS Managed Security applications
- Printer Troubleshooting
- Performing reboots of wireless APs
- VPN troubleshooting

- 2 Factor Authentication Support
- Verify successful backups if using SCS's Managed Backup services

### 3.5 Help Desk Tier 2 Support

Helpdesk Tier 2 Support services are performed as remote services only.

- Enhanced Support
- Firewalls, switches, routers, and AP's
- Server hardware and operating system support
- Computer hardware / operating system troubleshooting
- M365 enhanced troubleshooting
- Advanced VPN troubleshooting
- Managed Security Applications Support
- SCS's Managed Backup Support

## 4 Customer Obligations

- **Stable Internet Connectivity:**  
To ensure effective delivery of MSP Services, you must maintain a stable and reliable internet connection. Interruptions may adversely affect our service performance.
- **Third Party Fees**  
If a vendor or third party requires a fee for a support ticket with said vendor or third-party, then the client will be responsible for those fees.

## 5 Data Transfer Limitations

All data transfer services provided under these Terms are strictly limited to user profile data transfers. Any requests for data transfers beyond this scope will be treated as Additional Services and may incur additional charges.

## 6 Additional and Hourly Services

Any service request not expressly detailed in the Service Offerings above will be rendered as an Additional Service. These services will be billed on an hourly basis in accordance with our applicable service rate.

Any services provided at the customer site are always considered an Additional Service.

## 7 Payment Terms

- Fees for MSP Services are billed on a per-endpoint, per-month basis as outlined in the Pricing Tiers.

- Hourly charges for Additional Services will be invoiced monthly, with payments due within 30 days from the invoice date.

## 8 Limitation of Liability

- **Service Limitations:**  
The MSP Services are provided on a best-efforts basis. SCS does not guarantee uninterrupted or error-free service.
- **Liability Cap:**  
In no event shall SCS be liable for any indirect, incidental, or consequential damages related to the MSP Services. Liability is limited to the fees paid for the services during the period in which the claim arises.

## 9 Term & Renewal

This agreement shall commence upon the Effective Date and shall continue for an initial term of twelve (12), twenty-four (24), or thirty-six (36) months, as specified in the signed service engagement. Upon expiration of the initial term, the agreement will automatically renew for successive twelve (12) month periods unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term.

## 10 Termination

- **Termination for Convenience:**  
Either party may terminate this agreement at the end of the initial term or any renewal term in accordance with the notice provisions set forth in the Term & Renewal section.
- **Early Termination by Customer:**  
If the Customer terminates this agreement for convenience prior to the end of the initial term or any renewal term, the Customer agrees to pay, as an early termination fee, an amount equal to the total remaining monthly service fees (excluding hourly or one-time project charges) due through the end of the then-current term. This amount shall become immediately due and payable upon notice of early termination.
- **Termination for Cause:**  
SCS reserves the right to terminate the service engagement immediately if a material breach occurs, including but not limited to failure to maintain required stable internet connectivity or failure to pay service fees when due.
- **Accrued Rights:**  
Termination shall not affect either party's rights or obligations that accrued prior to the effective date of termination, including any payment obligations.

## 11 General Provisions

- **Relationship to Master Services Agreement:**

In addition to these Terms of Service, the relationship between Software Consulting Services (SCS) and the Customer is also governed by the provisions of the Master Services Agreement (MSA), if executed by the parties. The MSA sets forth the general terms and conditions applicable to all services provided by SCS, including but not limited to the MSP Services described herein. In the event of any conflict between these Terms of Service and the MSA, the terms of the MSA shall control, unless expressly stated otherwise. These documents shall be read together to provide a comprehensive understanding of the rights and obligations of both parties.

- **Amendments:**

Any modifications or amendments to these Terms must be in writing and published to the SCS website at least ninety (90) days prior to their effective date. If the Customer continues to use our MSP Services after the effective date, such continued use shall be deemed acceptance of the amended Terms.

- **Best Efforts Commitment:**

Our services are provided on a "best efforts" basis. While we strive to deliver high-quality support, factors beyond our control – such as connectivity issues and third-party disruptions – may impact our service delivery.

- **Severability:**

Should any provision be deemed unenforceable; the remaining provisions remain in full force and effect.

- **Governing Law:**

These Terms shall be governed by and construed in accordance with the laws of Rankin County, Mississippi, United States of America, without regard to conflict of law principles.

By using our MSP Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.