

# TSC Consulting Co

## On-Demand Support Agreement

Break-Fix Tier — Non-Managed Clients

PREPARED FOR

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Client Name

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Effective Date

TSC Consulting Co • Sandy, Utah • [tscconsultingcompany.com](http://tscconsultingcompany.com) • [support@tscconsultingcompany.com](mailto:support@tscconsultingcompany.com)

## At a Glance

Plain-language summary of what you're signing. The full terms follow.

What You Get	What You Pay	What's NOT Included
✓ Remote access agent installed on your equipment	<b>\$99 / month</b> — covers the infrastructure, licensing, and maintenance required to keep your equipment reachable. Any number of devices at one business. No labor included.	✗ Network documentation
✓ On-demand remote support when you call	<b>\$275 / remote incident</b> — first hour of labor included; \$175/hr after	✗ Password or credential storage
✓ Onsite service available (Sandy, UT area)	<b>\$250 trip + \$175/hr onsite</b> — 2-hour minimum	✗ Proactive monitoring or alerts
✓ Best-effort response during business hours	<b>After-hours:</b> 1.5× multiplier on labor rates only	✗ Patch management
✓ 30-day warranty on work we perform		✗ Backup verification
✓ Option to upgrade to a managed tier anytime		✗ Security posture reviews
		✗ Compliance work (CMMC, HIPAA, etc.)
		✗ Guaranteed response times

## Six Things to Know Before You Sign

1. **The \$99/month is a connection fee only.** It covers the server infrastructure, software licensing, and ongoing maintenance required to keep our remote access platform connected to your equipment so we can reach it when you call. It is not a retainer. It does not include any hours of work, monitoring, or service credit.
2. **We don't store your passwords, credentials, or network information.** We hold zero documentation about your environment. Every incident starts fresh. Diagnostic time is billable.
3. **Managed clients come first.** If our partnership-tier clients need us, your ticket may be deferred — typically not more than one business day, except during managed-client emergencies.
4. **Credit card on file, auto-charged at ticket close.** No invoicing, no net-30. You'll receive a ticket summary before the card is charged, except in emergency after-hours scenarios.
5. **Your security and backups are your responsibility.** We respond when you call. We don't watch your systems between calls.
6. **Either side can cancel with 15 days' notice.** No long-term lock-in.

### Want more than break-fix?

TSC also offers Professional, Comprehensive, and Executive partnership tiers with proactive monitoring, documentation, priority response, and compliance support. Ask any time — you can upgrade whenever makes sense.

# On-Demand Support Agreement – Full Terms and Conditions

## 1. Parties

This On-Demand Support Agreement ("Agreement") is entered into between TSC Consulting Co, a Utah company located in Sandy, Utah ("TSC," "Company," "we," or "us"), and the undersigned client ("Client" or "you"). This Agreement governs on-demand technical support services and is separate from TSC's Professional, Comprehensive, or Executive partnership tiers.

## 2. Service Overview

This tier is designed for clients who require occasional technical support without the ongoing monitoring, documentation, and proactive management provided under TSC's partnership programs. Services are delivered on a pay-per-incident basis with a monthly connection fee that maintains remote access capability only.

By signing this Agreement, Client acknowledges and accepts the service limitations described in Sections 6 and 7.

### 2a. How to Request Service

Client may request service through any of the following channels:

- **Phone / Text:** 801-556-2212
- **Email:** support@tsconsultingcompany.com

There is no self-service portal under this tier. A service request is considered opened when TSC acknowledges receipt.

## 3. Fees and Rates

Service	Fee	Notes
Connection Fee	\$99 / month	Flat rate per business entity, regardless of the number of devices or users on which the remote access agent is installed. Covers the server infrastructure, software licensing, and ongoing maintenance required to keep Client's equipment reachable through TSC's remote access platform. Does not include any labor, diagnostic time, monitoring, or service credit.
Remote Incident	\$275 first hour	Includes up to one (1) hour of labor. \$175/hr after the first hour. Billed in 15-minute increments.
Onsite Service	\$250 trip + \$175/hr	2-hour minimum. Travel within 25 miles of Sandy, UT.
After-Hours Multiplier	1.5x	Applies to hourly labor rates (remote and onsite) only, outside 8:00 AM – 5:00 PM MT, Mon–Fri. Does not apply to the monthly connection fee or the flat onsite trip fee.
Travel (>25 mi)	\$1.00 / mile	Round-trip, billed separately from onsite time.

All fees are in U.S. dollars. The monthly connection fee is a flat rate per business entity, not per user or per device. Rates are subject to change with thirty (30) days' written notice.

## 4. Payment Terms

- Client shall provide a valid credit card to be held on file by TSC prior to activation of service.

- The \$99 monthly connection fee will be charged automatically on the first business day of each month.
- Incident charges (remote and onsite) will be auto-charged to the card on file at the close of each ticket. Client will receive a ticket summary before the card is charged, except in emergency after-hours scenarios where the charge may be processed immediately.
- Declined or disputed charges may result in immediate suspension of remote access and service until the balance is resolved.
- A \$35 fee applies to any returned or chargeback transaction, in addition to any balance owed.

## 5. Response Times and Prioritization

Response times under this tier are best-effort and explicitly non-guaranteed. Target response windows:

- **Business hours (Mon-Fri, 8:00 AM - 5:00 PM MT):** same business day, best effort.
- **After hours, weekends, and holidays:** next business day, best effort.

Clients under TSC's Professional, Comprehensive, and Executive partnership tiers receive scheduling priority over on-demand clients at all times. TSC reserves the right to defer on-demand incidents when managed client obligations require it — typically not more than one business day, except during managed-client emergencies.

## 6. Scope and Limitations

Client expressly acknowledges the following limitations of this tier:

- TSC does not store, manage, or maintain passwords, credentials, license keys, or access tokens on Client's behalf. Client is solely responsible for maintaining and securing its own credentials.
- TSC does not maintain documentation, network diagrams, asset inventories, configuration baselines, or any other records pertaining to Client's environment. If Client requires documentation of its own environment, that work may be performed as a billable engagement at standard incident rates.
- TSC does not provide proactive monitoring, alerting, patch management, backup verification, or security posture review under this Agreement.
- Each incident is handled in isolation. TSC is not responsible for knowing the history, architecture, or prior changes to Client's systems.
- Diagnostic time required to understand Client's environment is billable at standard incident rates.
- TSC makes no warranty regarding the security, compliance, backup integrity, or operational continuity of Client's systems, except as provided in Section 10 (Warranty of Work).
- Compliance-related work (CMMC, HIPAA, PCI, SOC 2, etc.) is not covered under this tier and requires a separate engagement.

## 7. Remote Access

The monthly connection fee maintains a remote access agent on Client's designated systems. The connection fee covers only the infrastructure, licensing, and maintenance required to keep the agent connected to Client's equipment. No labor, monitoring, or service is included in the connection fee.

Client is responsible for:

- Maintaining physical and network connectivity to systems where the agent is installed.
- Authorizing each remote session when reasonably possible.

- Notifying TSC promptly of any suspected unauthorized use of the remote access tool.

TSC will not initiate interactive remote sessions without a service request from Client. Automated agent heartbeat and connectivity checks that do not access Client data may occur without prior authorization.

## **8. Cancellation and Termination**

- Either party may terminate this Agreement with fifteen (15) days' written notice.
- Upon termination, TSC will remove the remote access agent from Client systems and cease monthly billing at the end of the current billing period.
- Any outstanding incident charges remain due and will be charged to the card on file.
- TSC reserves the right to terminate immediately for non-payment, abusive conduct, or requests that violate law or TSC's ethical standards.

## **9. Limitation of Liability**

TSC's total cumulative liability under this Agreement shall not exceed the total fees paid by Client in the three (3) months preceding the event giving rise to the claim. This cap applies in the aggregate across all claims, regardless of the number of incidents or the legal theory asserted. TSC shall not be liable for indirect, incidental, consequential, or lost-profit damages. Given the limited scope of this tier (Section 6), Client assumes responsibility for the overall security, backup, and operational posture of its environment.

The foregoing limitations shall not apply to damages arising from TSC's gross negligence or willful misconduct.

## **10. Warranty of Work**

TSC warrants that services performed under this Agreement will be carried out in a professional and workmanlike manner. If Client identifies defective work within **thirty (30) days** of the ticket close date, TSC will re-perform the specific defective service at no additional charge. This warranty is Client's sole and exclusive remedy for defective work. TSC makes no other warranties, express or implied.

## **11. Indemnification**

Client agrees to defend, indemnify, and hold harmless TSC, its owner, and its representatives from any claims, damages, or expenses arising out of:

- TSC's performance of work at Client's explicit instruction,
- Pre-existing conditions, defects, or vulnerabilities in Client's systems not caused by TSC,
- Client's failure to maintain adequate backups, security controls, or credentials, or
- Client's use of the remote access tool after TSC has advised against a specific action.

This indemnification survives termination of this Agreement.

## **12. Independent Contractor**

TSC is engaged as an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the parties. TSC is paid to resolve specific problems on a per-incident basis and has no ongoing operational responsibility for Client's systems outside of active incidents. Each party is responsible for its own taxes, insurance, and employment obligations.

## **13. Data and Confidentiality**

TSC will treat any Client information encountered during incident response as confidential and will not disclose it to third parties except as required by law. Client acknowledges that incidental visibility into systems is unavoidable during remote

support and that TSC does not retain, document, or catalog Client environment data under this tier.

**14. Upgrade to Partnership Tier**

Clients may elect at any time to upgrade to one of TSC's partnership tiers (Professional, Comprehensive, or Executive), which include proactive monitoring, documentation, priority response, and compliance support. Terms and pricing are provided under a separate agreement.

**15. Governing Law**

This Agreement shall be governed by the laws of the State of Utah. Any dispute arising under this Agreement shall be resolved in the state or federal courts located in Salt Lake County, Utah.

**16. Entire Agreement**

This document constitutes the entire agreement between the parties regarding on-demand support services and supersedes any prior understandings. Amendments must be in writing and signed by both parties.

**17. Acceptance**

By signing below, the parties agree to the terms of this Agreement.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
TSC Consulting Co Representative

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date