

Applicable to all JerRatt IT services and sales, including support packages

Invoice Billing & Payment Terms (all services and sales, including support packages)

- **Advance Billing:** Services are billed in advance. Payment is required before support is rendered.
- **Late Fees:** Invoices not paid within five days of the due date will incur a 5% late fee.
- **Contract Re-evaluation:** JerRatt reserves the right to re-evaluate contract terms with 30 days' written notice, especially if support demand or network complexity changes.
- **Initial Term:** A minimum one-year commitment is required.
- **Cancellation:** After the one-year term, services may be canceled with 30 days' written notice.
- **Payment Method:** All pricing includes a 3% cash/check discount. Credit card payments do not receive this discount. Contact your JerRatt representative for credit card arrangements.

Warranty, Refunds, and Liability (all services and sales, including support packages):

- **Final Sale:** All services and sales provided by JerRatt IT are final. No refunds will be issued under any circumstances.
- **Hardware Returns:** Defective hardware purchased through JerRatt may be exchanged within 14 days of purchase, provided the item is in its original packaging and condition. No returns or exchanges are allowed beyond this period.
- **Customer Responsibility for Data:** The customer is solely responsible for maintaining backups and ensuring the integrity of their data. JerRatt IT is not liable for any data loss, corruption, or compromise that may occur during the repair process, during support activities, or due to hardware, software, network, or user errors.

Backup Services – Limitations and Disclaimers:

- If JerRatt provides, installs, or manages any form of backup services, the customer acknowledges that backup success and recoverability is not guaranteed.
- The customer understands that many factors may cause backup or data protection services to fail or become unreliable, including but not limited to:
 - Configuration errors or oversights (by either party)
 - Incomplete backup schedules
 - Hardware failures
 - Software bugs
 - Cloud storage outages
 - Incorrect user permissions or access changes
 - Network failures or ISP outages
 - Miscommunication about critical data locations
 - Cyberattacks, malware, or ransomware
 - Operating system corruption
 - Human error (from customer staff or JerRatt personnel)
 - Environmental damage (fire, water, electrical surges, etc.)
 - Physical or logical disk corruption
 - Device removals or decommissioning without backup check

JerRatt will make a best effort attempt to maintain any backup systems it is responsible for, but makes no warranties or guarantees regarding:

- Data integrity
- Backup completion
- Frequency or retention
- Availability during emergencies or disasters

Waiver of Liability and Hold Harmless Agreement:

- The customer agrees to hold harmless and release JerRatt IT, LLC, its owners, employees, agents, contractors, and affiliates from any and all claims, liabilities, damages, losses, or expenses, including direct, indirect, incidental, or consequential damages, arising from:
 - Any service rendered under this agreement, during support activities, whether hourly service or contract/packages
 - Any hardware or software installation, configuration, or maintenance
 - Any technical support, including remote access or onsite service
 - Data loss, breach, downtime, or business interruption
 - Failed backups or recovery attempts
 - Errors or omissions by JerRatt or any third-party vendor
 - Unauthorized access, attacks/hacks, or failures of security
- This waiver applies regardless of cause, including negligence, error, accident, or omission, and remains in effect even after termination of the agreement. The customer acknowledges that IT services carry inherent risks and agrees to accept those risks voluntarily in exchange for the services provided.

Acceptance:

- By engaging JerRatt IT for the services, items, and/or support on this invoice, the client acknowledges and agrees to all terms outlined in this agreement.

Scope of Services – Complete IT Support Package

JerRatt IT agrees to provide the following services:

24/7 Support:

- Support is available around the clock. After-hours support (outside standard business hours) is reserved for complete system/network failures only.

Break-Fix & Administration:

- Support for computers, servers, and network-related issues.
- Labor for add/edit/delete administrative tasks.
- Assistance with third-party vendor/manufacturer issues (discounted hourly rate may apply).

Project Work:

- Large-scale projects (e.g., domain migrations, company-wide deployments, email systems, server installation) or requests requiring more than 8 hours or spanning multiple days will be quoted separately or billed at a discounted hourly rate.
- After-hours requests not deemed emergencies fall under the same criteria as project work.

Onsite Support:

- Included only when a task cannot be resolved remotely or with client assistance.

Advanced Repair Services:

- All standard bench services labor for PC repair from JerRatt's in-house tech bench is included, except for when hardware is damaged or data recovery is needed.

Exclusions:

- Support for phone systems, copiers, scanners, and security/camera systems is not included, but JerRatt can assist your vendors if needed (billed separately).

Complete IT Support Package Terms & Requirements:

- **Ticketing:** All service requests must be submitted via the approved ticketing system.
- **Adequate Planning Time:** Normal (non-emergency) tickets must be submitted with adequate lead time. Normal planned projects (non-emergency) must be planned in advance and proper notice should be provided to JerRatt for proper planning and support. We request a minimum of 5 business days for planned small projects, 14 business days for mid-size projects and 30 business days minimum for large scale planned projects. If unsure of your project size, please consult with your JerRatt representative.
- **Monthly Emergency Allowance:** One non-critical emergency incident per month is included. Additional incidents are billed at your designated rate.
- **Monitoring Tools:** All covered devices must have JerRatt helpdesk tools and subscriptions installed and active.
- **Accurate Asset Management:** Customers must maintain and provide an up-to-date list of covered devices and services. Any changes (e.g., employee departure) must include a full list of actions required.
- **Support Plan Adjustments:** Changes are reflected in the next billing cycle and are not prorated. Removed nodes cannot be re-added for six months.

Minimum Coverage Requirements: To qualify for support, all servers and a minimum of 10 workstations must be enrolled.