

# **Jek Check Pro IT Support Agreement**

This Agreement is made and entered into as of  
**Jeknavorian/Jeknotek** and

by and between **Edgar**

**WHEREAS**, Client desires to obtain certain basic IT support services, and Provider desires to provide such services;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

## **1. Services:**

Provider agrees to provide the following minimal IT support services to Client:

- **Remote Login Support:** Up to 5 desktop/laptop computers. Provider will remotely diagnose and troubleshoot technical issues using commercially reasonable efforts. On-site support is not included in this agreement.
- **Tech Education:** Up to 2 hours of basic training per month, on utilizing Google Workspace and Microsoft Exchange (Plan 1) features relevant to Client's needs.
- Client may also include other simple tech questions or concerns. Training can be delivered in person or remotely, at Provider's discretion.
- Unlimited remote sessions & 2 monthly in person sessions could be provided at a reasonable volume by Provider's discretion.

## **2. Exclusions:**

The following services are not included in this Agreement:

- Hardware repair or replacement
- Data recovery
- Network design or installation
- Cybersecurity services
- Server administration
- Software licensing
- Ongoing maintenance and monitoring

### **3. Response Times:**

Provider will use commercially reasonable efforts to respond to support requests within **2 hours**, during business hours,

**Mon, Wed, Fri - 8am - 10pm**

**Tues, Thurs - 6**

**Saturday, 10am - 8pm, for emergency services (Extra Charge)**

*Vacation varies to once or twice a year, usually 1 to 1 & half months. Techs will always have a limited way to support you through email, video (Google Meet)(FaceTime), and messaging (Google Chat)(iMessage). Although response times will vary due to time differences. While techs typically take one or two vacations annually, each lasting 1 to 1.5 months, they will maintain limited support availability via email, video conferencing (Google Meet/FaceTime), and messaging (Google Chat/iMessage). Please note that response times may vary due to potential time zone differences.*

### **4. Fees:**

Client agrees to pay Provider a yearly fee of **\$600/year** for the services provided under this Agreement. Payment is due on the week of each month, or yearly.

\$600/year

### **5. Term and Termination:**

This Agreement shall be for a term of **1 year**. Either party may terminate this agreement 1 month in advance. If any money has been paid from Client to the Provider, service must be given to Client from the provider for the remainder of the month or year.

If any service has been provided payment must be made to the Provider.

**6. Disclaimer of Warranties:**

PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**7. Limitation of Liability:**

IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES ARE SOUGHT, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Entire Agreement:**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

**9. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of **CA**.

**10. Notices:**

All notices and other communications hereunder shall be in email or writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, postage prepaid, return receipt requested, or sent by overnight courier, addressed as follows:

**Provider:**

Edgar Jeknavorian | Jeknotek  
1410 Magnolia Ave, Oxnard CA, 93030  
edgarj@jeknotek.com

**Client:**

**11. Severability:**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.