A-TEAM SYSTEMS, LLC
AD HOC SUPPORT TERMS 2.0

1. Introduction

1.1.　　　THIS AD HOC SUPPORT TERMS ("AD HOC") TERMS ("AD HOC TERMS") IS A LEGAL AGREEMENT BETWEEN THE CLIENT ("YOU" OR "CLIENT") AND A-TEAM SYSTEMS, LLC, A WYOMING LIMITED LIABILITY COMPANY, ("COMPANY"). THE AD HOC TERMS OUTLINE THE TERMS AND CONDITIONS OF THE COMPANY'S ENGAGEMENT AND SERVICES WITH THE CLIENT. THE REGISTERED OFFICE OF THE COMPANY IS LOCATED AT 5940 S. RAINBOW BLVD. STE. 400, PMB 96935, LAS VEGAS, N.V. 89118-2508, U.S.A. COLLECTIVELY YOU AND THE COMPANY SHALL BE REFERRED TO AS THE "PARTIES" HEREIN.

1.2.　　　The Ad Hoc Terms are an integral part of a broader contractual relationship governed by the Service Agreement between the Parties. By agreeing to the Ad Hoc Terms, the Client also acknowledges and agrees to be bound by the Service Agreement, which is hereby incorporated by reference. In the event of any inconsistency or conflict between the provisions of the Ad Hoc Terms and the Service Agreement, the provisions of the Service Agreement shall prevail. The Service Agreement is accessible through the following link:　https://www.ateamsystems.com/legal/service-agreement-2-0.pdf　. Clients may request a printed version of the Service Agreement by contacting the Company directly.

1.3.　　　BY ENTERING INTO THE AD HOC TERMS, BOTH PARTIES AGREE TO BINDING ARBITRATION FOR ALL DISPUTES ARISING UNDER OR RELATED TO THESE TERMS AS OUTLINED IN THE **ARBITRATION SECTION OF THE SERVICE AGREEMENT**. PLEASE READ THAT SECTION CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.

1.4.　　　Acceptance and Effective Date

The Ad Hoc Terms shall become effective ("Effective Date") and binding upon:

a. The date of signature to the Ad Hoc Terms by both Parties, whether written or electronic; or

b. In instances where the Client submits its acceptance electronically under a clickwrap arrangement, the Effective Date shall be the moment the Company processes a payment charge from the Client. Prior to such a charge, the Ad Hoc Terms remain subject to the Company's final review and may be rejected at its discretion.

The parties acknowledge that the electronic acceptance of the Ad Hoc Terms through a clickwrap arrangement shall be legally binding and shall have the same force and effect as a paper signing of the Ad Hoc Terms.

2. Scope of Ad Hoc and Specialized Support Services

2.1.　　　Ad Hoc Support Services

The Company offers Ad Hoc Support services ("Ad Hoc Services") to the Client on a pay-what-you-need basis. These services are designed to provide timely and expert assistance for a range of needs, including, but not limited to, emergency interventions, server assessments, and strategic planning. Ad Hoc Services are intended for situations that fall outside of any ongoing service agreements or when specific, one-time support is required.

For a more detailed overview, please visit the [A-Team Systems On Demand Support Page](#).

2.2. Complete Linux Server Security Review

The Company offers Complete Linux Server Security Review services ("Server Review Service") aims to ensure the security of Linux servers, covering firewall, operating system, kernel, and software updates and security patches.

The Server Review Services comes with the following features:

a. Comprehensive scanning for malware, attacks, and potential vulnerabilities to identify security threats.

b. Inspection of hardware of virtual environments for issues like storage problems, overheating, or pre-failure conditions

c. A detailed review session with the client to discuss the assessment report, address questions, and formulate a resolution plan.

d. The provision of a comprehensive report summarizing the assessment findings, which can be shared and reviewed within the Client's team.

For a more detailed overview, please visit the [A-Team Systems Server Security Assessment and Review Page](#).

2.3. Server Support Retainers

The Company offers Server Support Retainers to help manage your server support needs. The monthly plans provide priority access to skilled engineers and ensures predictable budgeting for tasks beyond their maintenance and monitoring services. Plans are structured based on hours of support needed, with options for 10, 20, 30, or more hours per month, each at a set monthly rate.

For more details, please contact the Company at the following link: https://www.ateamsystems.com/contact/.

3. Service Exclusions

For terms related to service exclusions, please refer to Section 2.8 in the Service Agreement.

4. Payment Terms

4.1. Ad Hoc Support Rates

Ad Hoc Services will be invoiced based on the nature of the support required. The following hourly rates shall apply ("Support Rates"):

a. Standard Support: $165 per hour. This rate applies to general support needs, server assessments, and strategic planning initiatives.

b. Emergency Support: $330 per hour. This rate is applicable to urgent, time-sensitive issues that require immediate attention.

The Client will be provided with an estimate of the hours required for a given task prior to the commencement of services. The actual hours may vary depending on the complexity of the issue and the extent of the support required.

The Company reserves the right to adjust the Support Rates periodically.

4.2. Pre-Purchased Hour Retention and Refund Policy

For purposes of the Ad Hoc Terms, "Pre-Purchased Hours" shall refer to a quantified allotment of service hours that the Client has agreed to purchase in advance from the Company.

The Client acknowledges and agrees that Pre-Purchased Hours shall be available for use toward eligible services as provided under Section 2 of the Ad Hoc Terms from the date of purchase. The usability of Pre-Purchased Hours shall never expire from the date of purchase ("Usability Period").

The Company shall maintain accurate records of the Client's usage of Pre-Purchased Hours.

The Client is entitled to request a refund for any of the Client's unused Pre-Purchased Hours. Such refunds shall be issued at the same hourly rate at which the hours were initially purchased.

4.3. Subscription-Based Services

For terms related to subscription-based services, please refer to Section 5 of the Service Agreement.

4.4. Billing and Payment

The Client will be invoiced for Ad Hoc Services rendered, based on the actual hours worked by the Company's administrators at the agreed hourly rates. Payment terms will be in accordance with the provisions set forth in the Service Agreement, unless otherwise specified in these Ad Hoc Terms.

5. Service Provision

Upon request for Ad Hoc Services, the Company will assign an expert administrator to address the Client's needs. The scope of assistance includes diagnosing and resolving technical issues, providing guidance on system improvements, and other support tasks as agreed upon.

The Company will provide Ad Hoc Services in a timely and efficient manner, subject to the availability of appropriate resources and the urgency of the Client's requirements. The Ad Hoc Services are provided without an associated Service Level Agreement for response or resolution times.

6. Acceptance of Terms

By requesting Ad Hoc Services, the Client agrees to be bound by these Ad Hoc Terms and acknowledges that these services are also governed by the terms of the Service Agreement.

7. References to Service Agreement

Any references made to sections of the Service Agreement are made solely for the purposes of convenience. These references shall not be construed as confining or limiting the applicability, scope, or enforceability of the Service Agreement.

8. Compensation for Additional Services

For work not covered under the features of a plan, or covered by a Systems Administration Retainer, Client will pay Company a fee of based on the following table for services rendered, subject to Company's determination:

a. Normal work rate: $165.00, rounded to the nearest quarter hour.

b. Emergency work rate: $330.00 with a one hour minimum, rounded to the nearest quarter hour.

These fees do not include additional expenses authorized by Client including by not limited to domain registrations, SSL certificates, and hosting fees.

The Client shall be charged emergency rates if any of the following occurs:

a. If the Client requests emergency work through a phone call, by opening an emergency priority ticket, or by sending an email explicitly requesting such service.

b. If the work requested is not included in the scope of the Ad Hoc Terms.

c. If the Client incorrectly categorizes the severity of the work, leading to an unnecessary emergency response.

9. Company Access

9.1.   Client's Responsibility to Provide Access

The Client is responsible for granting and maintaining access necessary for the Company to effectively monitor and perform services.

9.2. Methods of Access

The Client agrees to provide the Company with direct access to its servers through one or more of the following methods, as per the Company's discretion and configuration requirements:

a. Direct SSH (Secure Shell) access, which may be limited to an IP list provided by the Company.

b. Indirect SSH access via a single "jump" server, with all other servers directly accessible from this jump server.

c. VPN (Virtual Private Network) access, utilizing OpenVPN, either inbound or outbound.

d. Utilization of the Company's gateway appliance system, which employs OpenVPN, either inbound or outbound.

9.3. Authority and Responsibility

The Client represents that it has the authority to grant the above access for any server requiring coverage or work. The Client bears sole legal responsibility for any actions taken on its behalf and for the accuracy of representations made regarding server access.

10. Payment Methodology and Terms

10.1. Overdue Payments

In the event of any overdue payments, the Company is authorized to charge the Client's credit card on file to cover these past due amounts, beginning from the first day the payment is overdue.

10.2. Client Authorization

The Client authorizes the Company to charge all applicable fees and expenses to the credit card on file in accordance with the above-stated terms. The Client agrees to promptly provide any updates or changes necessary for the processing of these charges, including updated credit card numbers, expiration dates, and other relevant details.