A-TEAM SYSTEMS, LLC
STREAMLINED SUPPORT ENTITLEMENT (SSE) TERMS 2.0

1. Introduction

1.1. THIS STREAMLINED SUPPORT AND ENTITLEMENT ("SSE") TERMS ("SSE TERMS") IS A LEGAL AGREEMENT BETWEEN THE CLIENT ("YOU" OR "CLIENT") AND A-TEAM SYSTEMS, LLC, A WYOMING LIMITED LIABILITY COMPANY, ("COMPANY"). THE SSE 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 SSE Terms are an integral part of a broader contractual relationship governed by the Service Agreement between the Parties. By agreeing to the SSE 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 SSE 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 SSE 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 SSE Terms shall become effective ("Effective Date") and binding upon:

a. The date of signature to the SSE 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 SSE 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 SSE Terms through a clickwrap arrangement shall be legally binding and shall have the same force and effect as a paper signing of the SSE Terms.

2. Plan Selection and Service Levels

2.1. Streamlined Support Entitlement

The Streamlined Support Entitlement ("SSE") Plan is designed to provide the Client, in exchange for payments, with expert technical assistance for the resolution of unexpected system disruptions that may effect the Client's business operations. This service is focused on ensuring the reliability, efficiency, and continuity of the Client's server infrastructure. Under the SSE Plan, the Company shall offer access to Linux specialists capable of diagnosing and resolving system issues.

2.1. Service Levels

The Client may select from three Service Level Agreements ("SLAs") for each system instance or server covered under the SSE Terms. The specifics of each SLA, including the features provided and terms, are detailed the Service Agreement.

3. Streamlined Support and Entitlement Services

3.1. Inclusion of SSE Services

Under the SSE Terms, all SSE plans include access to the Company for system support, advice, and technical assistance as requested. These services are applicable only to systems covered under this service.

3.2. Registration of Covered Systems

Within 30 days purchase of the SSE Plan, the Client is required to submit a list of covered systems to the Company using the Company's designated SSE Registration List spreadsheet. This list should include hostnames and/or unique identifiers and must adhere to the total system count.

The Client is solely responsible for keeping this list current, including adding or removing systems as necessary. The Company must be notified of any changes in a reasonable timeframe.

3.3. Support Limitations and Discretionary Support

The Company reserves the right to decline support for systems not included in the updated list. However, the Company may, at its sole discretion, provide support for non-listed systems on a case-by-case basis. Such support is a courtesy and does not imply an ongoing commitment or guarantee for future support.

3.4. Scope of SSE Services

The Client acknowledges that this service is oriented towards business-level server support and does not cover desktop, laptop, mobile, and other non-server/non-cloud infrastructure. This exclusion includes, but is not limited to, end user equipment, graphical user interfaces, peripherals, and accessories.

The Company may provide support for these excluded items on a discretionary, case-by-case basis, but such support does not imply a continuous obligation or guarantee for future assistance.

3.5. Client's Responsibility to Facilitate Support

The Client agrees to provide the Company with necessary access, vision (via screen share), and information as requested to enable the Company to research and solve reported issues effectively.

4. Fair-Use Limit, SLA Adjustment, and Calculations

4.1. Fair-Use Policy

The amount of support incidents covered per month is limited using the calculation below. Once this limit is exceeded, the Company reserves the right to adjust SLA responses for the remainder of the month.

4.2. Notification of Adjustments

In any case where an adjustment is necessary, the Company will provide written or email notification to the Client, detailing the change and its implications.

4.3. Fair-Use Limit Calculation

The fair use limit is calculated by using the formulas below for each SLA count, totaling them, then adding one hour:

    a. Essentials: (server count * 0.15)

    b. Standard: (server count * 0.25)

    c. Enterprise: (server count * 0.45)

5. Concurrent Severity 1 Incident Limit

The Client is limited to three concurrent active Severity 1 incidents, after which time Company may adjust SLA responses as it sees fit. Company will notify Client of the adjustment in writing or email.

6. 24×7 On-Call Policy

Client understands that Company's 24×7 support (as part of the Enterprise SLA) is an on-call based system designed to handle unplanned emergencies. It is not intended for routine support, planned work, or to mitigate issues Client has chosen not to resolve.

The Company reserves the right to make the determination that Client is using the on-call system as intended and may adjust SLA responses as it sees fit. The Company will notify Client of the adjustment in writing or email.

7. Term and Termination

The Term and Termination of the SSE Terms are in conformity with the Service Agreement, as detailed in the corresponding section 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 SSE 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. Virtual Private Network ("VPM") access, utilizing OpenVPN, either inbound or outbound.

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

e. Remote control or screen sharing sessions facilitated through Zoom, Microsoft Teams, or TeamViewer.

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.   Monthly Service Charges

For ongoing services, the Company will charge the Client's credit card on file on a monthly basis, on the 1st day of each month. This charge covers all monthly services as per the agreed terms.

10.2.   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.

10.3.   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.