

## **Master Service Agreement**

This Master Service Agreement shall constitute a binding contractual agreement between LogLabs (“Provider”) and the subscriber of services (“Customer”, “Client”).

Both parties agree to be bound to the following agreements as found posted on the web site in their current and revised form:

- Terms of Service (TOS)
- Acceptable Use Policy (AUP)
- Privacy Policy (PP)
- Money-Back Guarantee Policy (MGBP)
- Service Layer Agreement (SLA)
- Copyright Infringement Policy (CIP)

As applicable in a Month to Month agreement, both parties agree that LogLabs reserves the right to supplement and/or amend, at any time, the terms and conditions of its TOS, AUP, SLA, MGBP, CIP and PP. It is the Customer's responsibility to review LogLabs policies on a frequent basis to ensure compliance because the Master Service Agreement in place during Client's most current month applies, not the MSA which was in place when Client registered. Changes requested by Customer to any of these agreements or to the Master Service Agreement must be agreed to in writing by LogLabs.

Both parties agree that notices and legal correspondence to LogLabs shall be sent to current LogLabs office address (available on web page).

Both parties agree that this notice shall be electronically signed upon acceptance of the electronic order placed by the customer on the LogLabs web site. If customer desires a written signed copy of this Master Service Agreement, please contact [contact@log-labs.com](mailto:contact@log-labs.com)

## **Privacy Policy**

The privacy policy is available [in](#) separate document.

## **Acceptable Use Policy**

This agreement is part of a Master Service Agreement (MSA) that governs the relationship between LogLabs and Customers. All Customers ordering and using LogLabs services must agree to be bound by the MSA.

This Acceptable Use Policy applies to all persons and entities (collectively, "Customers") using the products and services of LogLabs . The policy is designed to protect the security, integrity, reliability, and privacy of both the LogLabs networks and the products and services LogLabs offers to its customers. LogLabs reserves the right to modify this policy at any time, effective immediately upon posting of the modification. Client's use of LogLabs products and services constitutes Client's acceptance of the Acceptable Use Policy in effect at the time of Client's use. Clients are solely

responsible for any and all acts and omissions that occur during or relating to Client's use of the service, and Clients agree not to engage in any unacceptable use of the service. Unacceptable use includes, but is not limited to, any of the following:

1. Posting, transmission, re-transmission, or storing material on or through any of LogLabs products or services, if in the sole judgment of LogLabs such posting, transmission, retransmission or storage is: (a) in violation of any law or regulations (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations); (b) threatening or abusive; (c) obscene; (d) indecent; or (e) defamatory. Each Customer shall be responsible for determining what laws or regulations are applicable to his or her use of the products and services.
2. Installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Customer.
3. Deceptive marketing practices.
4. Actions that restrict or inhibit anyone in his or her use or enjoyment of LogLabs products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
5. Introduction of malicious programs into the LogLabs network or servers or other products and services of LogLabs (e.g., viruses, trojan horses and worms).
6. Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended recipient, or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include but are not limited to port scans, flood pings, packet spoofing and forged routing information.
7. Executing any form of network monitoring that will intercept data not intended for the customer.
8. Circumventing user authentication or security of any host, network or account.
9. Storing or linking to any kind of pornography.
10. Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
11. Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.
12. Furnishing false or incorrect data on the order form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document "use" of LogLabs's products or services.
13. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer or with whom the customer does not have an existing business relationship (e.g., E-mail "spam"); or distributing, advertising or promoting software or services

that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.

14. Harassment, whether through language, frequency, or size of messages.
15. Unauthorized use or forging of mail header information.
16. Solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies.
17. Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
18. Use of unsolicited E-mail originating from within the LogLabs network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by LogLabs or connected via the LogLabs network.
19. No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.
20. Sending more than 120 e-mails per hour or more than 960 e-mails per day shall be considered SPAM and the respective service shall be terminated.
21. Websites offering or advertising unlicensed financial products including but not limited to Forex, credit/debit cards, investments, ICO or MLM.

### **Abusable Resources**

Upon notification of the existence of an abusable resource (e.g., open news server, unsecured mail relay, or smurf amplifier), the customer shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after the customer has received such notification shall be considered a violation of this policy and enforced as such.

### **Enforcement**

LogLabs may immediately suspend and/or terminate the Customer's service for violation of any provision of this policy upon verbal or written notice, which notice may be provided by voicemail or Email. Prior to suspension or termination, LogLabs attempts to work with our Customers to cure violations of this policy and ensure that there is no re-occurrence; however, LogLabs reserves the right to suspend or terminate based on a first offense.

### **Terms of Service**

This agreement is part of a Master Service Agreement (MSA) that governs the relationship between LogLabs and its Customers. All Customers ordering and using LogLabs services must agree to be bound by the MSA. The MSA can be found at web page.

1. Term and Termination: Customer agrees to a month to month contract term for services unless otherwise agreed to in writing. The month to month contract for services is not automatically renewed and Customer have to renew contract before it's end to maintain uninterrupted services. Please carefully review LogLabs cancellation policy set forth in Paragraph 8 below. LogLabs may terminate this Agreement upon non-payment as set forth in paragraph 10 below.

At its sole discretion, LogLabs may terminate this Agreement if Customer violates any terms and conditions of LogLabs's AUP or this agreement.

2. **Monthly Service Fees:** Fees for service(s) ordered by the Customer shall begin on the date of the initial order and that date shall serve as the monthly anniversary date ("Anniversary Billing Date") for all future billings including one time fees, upgrades, additional services, cancellations and service credits. Fees are due in advance of the monthly service cycle and will be billed on the anniversary date of each month.
3. **Upgrade Fees:** Upgrades ordered on the Anniversary Billing Date will be billed for a full month service and will continue each month on the Anniversary Billing Date. Upgrades ordered after the normal Anniversary Billing Date will be pro-rated to the next anniversary date and billed as a one-time pro-rata charge. Future charges will appear as full monthly fees added to Client's existing Anniversary Billing Date.
4. **Additional Service Fees:** Additional services ordered on the Anniversary Billing Date will be billed for the full month service and will continue each month on the Anniversary Billing Date. Additional services ordered after the normal Anniversary Billing Date will be pro-rated to the next anniversary date and billed as a one-time pro-rata charge. Future charges will appear as full monthly fees added to Client's existing Anniversary Billing Date.
5. **One Time Fees:** One time fees, such as setup fees, administrative fees, and late fees are due and payable at the time they are incurred, and/or agreed upon in writing or via ticket. One time fees, such as bandwidth overages are due and payable upon an invoice following the billing cycle in which they are incurred, and are based on standard rates, or as otherwise agreed upon in writing or via ticket.
6. **Taxes:** Customers are responsible for sales tax, according to local law.
7. **Currency Value Changes:** As a convenience to our customers, we provide all services to our customers priced in USD.
8. **Service Credits:** Service credits will be issued to Client's Customer account and shall be used to offset future billable services. Service credits shall not be issued as cash back to the Customer nor shall the service credits be transferable to other account holders. Service credits shall expire if Customer's account is fully terminated.
9. **Cancellation:** LogLabs requires a written cancellation notice via email to [fpga@log-labs.com](mailto:fpga@log-labs.com), a minimum of 3 days prior to Anniversary Billing Date for discontinuance or downgrades of month to month services. Any server cancellation prior to the minimum deadline will remain online until the automated process reclaims Client's server on the Anniversary Billing Date.
10. **Server Data:** All Customer data remaining after the cancellation date will be destroyed for security and privacy reasons.
11. **Accounts violating the Terms and Conditions** will be terminated without notice and without refund.
12. **Data:** LogLabs agrees to use best efforts and commercially reasonable best practices when deploying services and hardware. Data integrity, backup, security, and retention are Customer's responsibility due to full access to hardware and operating system.

- 13.Laws: LogLabs is incorporated in Poland, and provides services from Poland. Customer agrees to abide by all laws pursuant to services delivered in Poland depending on the location that the service is delivered. Regardless of service location, this agreement is made under and will be construed in accordance with the laws of Poland without regard to conflict of the law principals. Exclusive venue and jurisdiction for any and all legal remedies arising out of or related to this agreement shall be in Poland. Each party irrevocably consents to the foregoing jurisdiction and venue requirements and waives any and all objections to such requirements.
- 14.Indemnification: Customer agrees to indemnify and hold harmless LogLabs, LogLabs's affiliates, and its respective officers, directors, attorneys, agents and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines,punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorney's fees) brought by a third party under any theory of legal liability arising out of related to customers content, illegal activity and/or actual or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, or other proprietary right.
- 15.Limitation of Liability: LogLabs shall not be liable to the customer for harm caused by or related to customer's services or inability to utilize the services unless caused by gross negligence or willful misconduct. LogLabs shall not be liable to customer for lost profits, indirect, special or incidental consequential or punitive damages. Notwithstanding anything else in this agreement, the maximum aggregate liability of LogLabs and any of its employees, agents or affiliates, under any theory of law shall not exceed the amount paid by the customer for hosting services for the three months prior to the occurrence of the event(s) giving rise to the claim.
- 16.Legal Compliance: Customer further represents and warrants that he/she has full authority and power to execute this Agreement on behalf of the Company he/she represents, if any. Additionally, Customer warrants that he/she is at least 18 years of age or older and are not otherwise legally incapacitated to execute this Agreement.
- 17.Electronic Signature: Acceptance by Customer of the Agreement incorporating the Terms of Service, Acceptable Use Policy, Service Level Agreement and Privacy Agreement hereby initiates billable services and is deemed complete by agreement to the terms as described on the online signup form(s) and completion of the ordering process.

### **Money-back guarantee policy (MBGP)**

Customer may request a refund of a dedicated server before it is set up and running (before receiving server access data, 3 business days), but not more than 50% of payment. After that hardware allocation plan is automatically approved and no refund is possible.

NOTE: Refunds will be sent in the same method as the original payment. If the payment method does not support refunds or it is marked as non-refundable during the payment process, ex: paysafecard, bitcoin and any cryptocurrency, the refunds will be issued only as transfer into a bank account.

LogLabs is not responsible for any additional charges that PayPal or any other payment processor may take.

If abuse messages are received for the server, no refund will be issued.

Any service suspension for abuse or the breaking of this terms of service forfeits the refund policy for all the services in the account, including the unused account credit.

Refunds take up to 30 days to be completed.

## **Service Layer Agreement (SLA)**

### **98% Network Uptime**

LogLabs guarantees that datacenter network will be available 98% of the time in a given month, excluding scheduled maintenance. The datacenter network means the portion of the LogLabs network extending from the outbound port of the datacenter border router and includes LogLabs managed switches, routers, cabling.

### **Infrastructure**

LogLabs guarantees that datacenter and power will be functioning 98% of the time in a given month, excluding scheduled maintenance. Infrastructure downtime exists when a particular server is shut down due to power or heat problems. For managed Customers, the overall Managed SLA applies.

### **Hardware**

We guaranty the functioning of all server hardware components for servers provided by LogLabs and will replace any failed component at no cost. "Hardware" means the processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included with the server. Hardware replacement will begin once technical team identify the cause of the problem. Hardware replacement is guaranteed to be complete within 48 hours of problem identification.

### **Shared Bandwidth**

The shared bandwidth network is to be used only for VNC, SSH, VPN access. It shall not be used for download websites, streaming or any kind of high-bandwidth services like p2p or files haring. Upon abuse, we reserve the right to limit abusers bandwidth or power down abusive machine without refund.

**Credits** If we fail to meet a guaranty stated above, Client will be eligible for a credit. Credits will be calculated as a percentage of the fees for the server adversely affected by the failure for the current monthly billing period during which the failure occurred (to be applied at the end of the billing cycle), as follows:

- LogLabs offers 98% Network uptime SLA for all customers. Unscheduled network outages of any nature will make customers eligible for a service credit valued at 1 days of service for every 12 hours of unscheduled network outage accrued during a calendar month. For all managed customers, the overall Managed SLA applies.

- Infrastructure: Unscheduled Infrastructure outages of any nature will make customers eligible for a service credit valued at 1 days of service for every 12 hours of unscheduled network outage accrued during a calendar month. For managed customers, the overall Managed SLA applies.
- LogLabs Managed SLA Guaranty: LogLabs offers a 98% uptime guarantee on managed server solutions. A service will be generally available to the internet - Isolated ISP or transit outages are out of our control and not covered by this SLA. This SLA covers unscheduled maintenance windows within our networks and datacenter. LogLabs will credit 50% of Client's monthly fee if LogLabs is responsible for an outage resulting in an uptime less than 98% for a calendar month. LogLabs will credit 100% of Client's monthly fee if LogLabs is responsible for an outage resulting in an uptime less than 95% for a calendar month.

Please note - Scheduled Maintenance Windows are exempt from any uptime SLA's.

### **Limitations**

Client is not entitled to a credit if Client is in breach of Client's services agreement with the LogLabs (including Client's payment obligations) until Client have cured the breach. Clients are not entitled to a credit if the downtime would not have occurred due to Client's actions or a breach of Client's agreement with LogLabs, Client's misuse/actions of the server systems whether on purpose or accidentally, or through an attack against Client's server. This Service Level Guaranty is Client's sole and exclusive remedy for Client's servers unavailability. Notwithstanding anything in this Service Level Guaranty to the contrary, the maximum total credit for the monthly billing period, including all guaranties, shall not exceed 100% of Client's fee for a monthly billing period on a per server basis. Credits that would be available but for this limitation will not be carried forward to future billing periods.

This Service Level Guaranty is part of Client's Agreement with LogLabs, along Terms of Service and the AUP, and is subject to the terms and conditions stated in those documents. To receive an SLA credit, LogLabs Customers must contact the billing department via the ticketing system or email. Client must show that Client's use was adversely affected in some way as a result of the downtime to be eligible for the credit.

### **Copyright Infringement Policy (CIP)**

#### **Notice And Procedure For Making Claims Of Copyright Infringement**

LogLabs customers are required to respect the legal protection provided by copyright law. If Client believes that Client's work has been copied in a way that constitutes copyright infringement, please provide to the LogLabs copyright agent the information listed below. This procedure is exclusively for notifying LogLabs that Client's copyrighted material has been infringed:

- An electronic or physical signature of the person legally authorized to act on behalf of the owner of the copyright interest.
- A description of the copyrighted work that Client claims has been infringed.

- A description of where the material that Client claims infringes Client's copyright is located on the site.
- Client's address, telephone number and e-mail address.
- A statement by Client that Client has good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by Client, made under penalty of perjury, that the above information in Client's notice is accurate, and that Client are the copyright owner or legally authorized to act on behalf of the copyright owner.

### **Designation Of Agent To Receive Notification Of Claimed Infringement**

A notification of claimed copyright infringement must be provided in by email. Upon receipt of notification of claimed copyright infringement, LogLabs will act in accordance to the Polish laws.

### **Notice And Take-Down Procedures**

If LogLabs is notified of a credible claim of copyright infringement, or otherwise becomes aware of facts and circumstances from which infringement is apparent, it will respond expeditiously by removing, or disabling access to, the material that is potentially infringing. Repeat Infringers under appropriate circumstances, LogLabs may, in its discretion, terminate the accounts of customers who are repeat infringers.

### **Accommodation Of Standard Technical Measures**

It is LogLabs's policy to accommodate and not interfere with standard technical measures, i.e., technical measures that are used by copyright owners to identify or protect copyrighted works, and have been developed pursuant to a broad consensus of copyright owners and service providers in an open, fair, voluntary, multi-industry standards process; are available to any person on reasonable and nondiscriminatory terms; and do not impose substantial costs on us or place substantial burdens on our systems or networks.