



## Terms of Service

Segra.com/data-centers/ is a data center hosting services provider that operates data centers that are designed and managed to sustain business continuity. This Service Agreement (“Agreement”) governs purchases and use, in any manner, of all services (“Services”) that are ordered by our CLIENTs (CLIENT) and accepted by Segra’s Data Centers. This Agreement also describes the terms and conditions that apply to such purchases and utilization of Services. Under the terms of this agreement, all parties that engage the Services of Segra’s Data Centers acknowledge that they have read, understand, and agree to abide by the full terms and conditions in this document.

### ACCEPTABLE USE POLICY

Terms of service also includes our Acceptable Use Policy (AUP) which can be found on our website [segra.com/data-centers/](http://segra.com/data-centers/).

### PAYMENT FOR SERVICES AND TERMS

Duration of this agreement is defined as an “Initial Term” that is to be denoted in the MASTER SERVICES AGREEMENT (MSA). This agreement will automatically renew at the end of the Initial Term for a period of time equal to the Initial Term (known as a “Renewal Term”) unless Segra’s Data Centers is provided with written notice of termination or change in the plan thirty (30) days prior to the end of the Initial Term or the Renewal Term by the CLIENT. CLIENT must provide Segra’s Data Centers with notice of termination by completing and submitting a support ticket at [support@SegraDataCenters.com](mailto:support@SegraDataCenters.com). CLIENT must include sufficient customer identification information so that Segra’s Data Centers may properly identify the CLIENT account. Any notice of termination will be effective following thirty (30) days after Segra’s Data Centers’s receipt thereof unless a written agreement signed and approved by Segra’s Data Centers EXECUTIVE MANAGEMENT states otherwise.

### POLICY FOR TERMINATION

If a CLIENT so chooses to terminate Services with Segra’s Data Centers prior to the end of the Initial Term or the Renewal Term, whichever is then applicable, (a) Segra’s Data Centers will not refund to the CLIENT any fees paid in advance of such termination and (b) CLIENT shall be required to pay 100% of Segra’s Data Centers’s standard monthly charge for each month remaining in the term, unless otherwise expressly provided in the MSA. CLIENT is not entitled to a refund of any fees paid in advance for the monthly Services and is not entitled to a refund for any set-up or domain registration fees, if applicable. CLIENT termination request or notice must be submitted to [Segra.com/data-centers/](http://Segra.com/data-centers/) in the manner described above. Segra’s Data Centers may terminate this Agreement at any time and for any reason prior to the date of termination. If Segra’s Data Centers terminates this Agreement, Segra’s Data Centers will refund to the CLIENT the pro-rated portion of the pre-paid fees attributable to Services (excluding set-up fees) not yet rendered as of the termination date unless otherwise expressly provided in the MSA.

### POLICY FOR ENFORCEMENT

Segra’s Data Centers may, at its own discretion, investigate any suspected or reported violation of this Agreement or of the AUP and may take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, CLIENTs, and/or third parties. Segra’s Data Centers will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process. Segra’s Data Centers reserves the right to refuse or discontinue service to anyone at the sole discretion of Segra’s Data Centers. Also, Segra’s Data Centers may deny any CLIENT access to part or all Services without notification if the CLIENT is engaged in any conduct or activities that may violate any of the terms and conditions in this Agreement or of the AUP; this decision is the sole discretion of Segra’s Data Centers. Segra’s Data Centers shall have no responsibility to notify an third party providers of services, information, or merchandise, nor any responsibility for any consequences resulting from such discontinuance of lack of notification. CLIENT agrees that Segra’s Data Centers has the right to electronically monitor the service on occasion and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Segra’s Data Centers also reserves the right to refuse refunds in cases where Segra’s Data Centers believes that abuse has taken place.

### PUBLIC NATURE OF THE INTERNET

CLIENT acknowledges that all information submitted on CLIENT’s hosting accounts shall be considered publicly accessible; therefore, private and sensitive information and files should be backed up and protected by the CLIENT. Segra’s Data Centers, for example, is not liable for the privacy or protection of electronic mail (email) or other information that is transferred through the Internet or any other network provider that the CLIENT may use.

### DISCLAIMER OF WARRANTIES

All material, including but not limited to data or information developed or provided by Segra’s Data Centers or its suppliers or agents pursuant to this Agreement, software (including source code form and object code), and any methodologies, processes, equipment, “know how”, or techniques utilized by Segra’s Data Centers to provide the Services to the CLIENTs accessible through Segra’s Data Centers are subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information and shall remain the sole and exclusive property of Segra’s Data Centers and its suppliers. CLIENTs shall not use Segra’s Data Centers Intellectual Property including but not limited to any software programs, inventions, products and/or technology innovations and methodologies utilized, developed, or disclosed by Segra’s Data Centers during the term of this Agreement in any manner that would infringe, violate, dilute or misappropriate any such rights. CLIENT may be held legally responsible for any violations or infringements of the above mentioned rights, privileges, or items. CLIENT hereby grants a limited right to utilize the CLIENT’s trademarks, if any, for the limited purpose of allowing Segra’s Data Centers to fulfill its duties under this agreement. This does not equate to a trademark license and no other rights relating to the trademarks are granted, specifically, but without limitation, the rights granted by this Agreement do not include the right to sublicense use of the CLIENT’s trademarks or to use the CLIENT’s trademarks with any other services or prod-



ucts that are outside of the scope of the Services provided under this Agreement. The limited trademark use rights granted under this section terminate upon the termination of this Agreement. All trademarks and remain the sole property of their respective holders.

#### **INTELLECTUAL PROPERTY RIGHTS/TRADemarks USE**

CLIENT hereby grants to Segra's Data Centers a non-exclusive, royalty-free, worldwide license for the Initial Term and any Renewal Term(s) to use the CLIENT's content as necessary for the purposes of rendering and operating the Services to the CLIENT under this Agreement. The CLIENT expressly grants to Segra's Data Centers a license to cache materials that are distributed or made available for distribution via the Services, which includes any content that is supplied by third parties, and also agrees that such caching is does not infringe on any of the CLIENT's intellectual property rights or any third party's intellectual property rights. Segra's Data Centers expressly prohibits any reverse engineering, decompiling, unauthorized copying, and the unauthorized creation on any derivative works based on any such software except as permitted in this agreement.

#### **INDEMNIFICATION**

CLIENT agrees to defend, indemnify, and hold Segra's Data Centers harmless for any and all claims, penalties, losses, liability, expenses, damages, attorneys' fees, and causes of action or claims caused by or resulting indirectly from CLIENT'S use of the service which damages either the CLIENT, Segra's Data Centers, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with the CLIENT'S account, including but not limited to domain name selection and web site content.

CLIENT also agrees the Segra's Data Centers will not be liable for any outages, interruptions, or temporary delays of the Services unless such outage or delay is covered by our SLA. This indemnification shall survive the termination of the agreement.

#### **UNEXPECTED OR UNCONTROLLABLE EVENTS (FORCE MAJEURE)**

Under this document any failure or delay in performance by Segra's Data Centers will not be considered a breach of this agreement if and to the extent the cause is a result of events beyond the reasonable control, including, but not limited to, acts of God, governmental restrictions, vandalism, embargoes, strikes, riots, wars, or other military action, acts of terrorism, civil disorders, rebellion, insurrection, fires, floods, or sabotage (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).

If Segra's Data Centers is affected by such events it will promptly provide notifications (where possible) providing details of the circumstances. The obligations of Segra's Data Centers to provide such notice will be suspended to the extent caused by the force majeure so long as the force majeure continues. The time for performance of the affected obligation hereunder will be extended by the time of the delay caused by the respective event. Market conditions and/or fluctuations (including a downturn of CLIENT's business) will not be deemed an unexpected or uncontrollable event.

#### **MISCELLANEOUS**

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

As per our AUP, Segra's Data Centers's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

Segra's Data Centers may modify this Agreement periodically; a CLIENT's continued use of the Service shall be deemed to be CLIENT's acceptance. If the CLIENT does not agree to this Agreement, the CLIENT must immediately stop using the Service. The CLIENT is responsible for reviewing this document periodically to review any modifications made by Segra's Data Centers. Segra's Data Centers may post modifications, updates, or changes to this document, the referenced AUP, the referenced SLA and any other Privacy Policies without notice to the CLIENT.

Segra's Data Centers reserves the right to change or modify any of the terms and conditions contained in this Agreement, any Addendums and any policy or guideline incorporated by reference at any time and in its sole discretion, and to determine whether and when any such changes apply to both existing or future CLIENTs.

#### **GOVERNING LAW**

This agreement shall be governed and construed under the laws of the State of North Carolina without regard to conflict of law rules. Any controversy or claim arising out of this agreement shall be settled by final binding arbitration in Charlotte, N.C. in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

