

MARTYNAS IT TERMS OF SERVICE

Revision date: 2015-03-17

Martynas IT reserves the right to change TERMS OF SERVICE at any time without notice.

All services provided by MB Martynas IT may be used for **lawful purposes** only. In consideration for the monthly fee paid to Martynas IT support services will be rendered as per our service agreement. "Server Management" is a very broad term that listing all services to be offered or performed would be almost impossible. Some examples would include Server Optimization, assisting with email issues or security problems etc.

Payments are due in advance at the beginning of each calendar month that services are to be provided. New clients will be afforded a one-time 30 day **money back guarantee** in the unlikely event that you are unsatisfied with our services.

If client receives one-time (not monthly management) services, payments are due in advance and the **money back guarantee** is offered for 7 days.

If you have a **critical server situation**, Martynas IT guarantees to respond and begin working to remedy the situation within 15 minutes of notification of your issue. We utilize monitoring software that will notify us of any potential issues. However, if a client is having issues you are welcome to contact us yourself 24/7/365 for assistance. Clients are REQUIRED to either call us or send an SMS Message **in cases of emergency**. If a client's server becomes unreachable and we have no way to access it (by KVM or APC device), an SMS message is sent the list of emergency contact numbers provided by client at sign up, at that point. It becomes client's responsibility to provide us some kind of server access to bring the server up. Server side Data Center issues are not the responsibility of Martynas IT.

If a server has frequent outages due to network or datacenter issues, not software related, or a shortage of resources in cases of overselling. The client is informed of the issue via SMS message; afterwards, the client is expected to resolve the problem. If the problem persists, we will disable checks (e.g. HDD free space or RAM usage) triggered in our monitoring system until the problem gets resolved.

Non Urgent requests are handled from **09:00 to 20:00, Monday through Saturday**.

With proactive management services ordered we provide periodic security hardening of the servers, that includes patching of 0-day security threats, secure configuration of the services, prevention of outgoing SPAM etc. We also provide help when the server is already in trouble, we identify accounts under attack and take steps to isolate cause of the problem. Our clients are always notified about active malicious scripts on the server. 15 minutes response time is guaranteed when server is under attack.

Your Monthly fee includes a total of **10 hours** of support time. Clients requiring additional support beyond this time may incur a charge of **35 €** per additional hour of time spent.

The PRIMARY function of Martynas IT is to support you (our client) and your servers. We run your servers so you can run your business. Ideally, we do not provide support to your clientele or end users. However, this service is available at an additional fee.

It is the client's sole responsibility to ensure **routine system backups** are performed as they are critical in recovering from system failure, catastrophe etc. If you do not have a viable backup plan in place; the professionals at Martynas IT would be glad to offer suggestions to you.

Any services provided can be **cancelled** at any time with written notification. Any refunds will be prorated only for the unused time. Martynas IT can terminate any client for any reason. As a courtesy, a seven day notice will be provided and a prorated refund issued.