

Terms of Use

Last revised on January 15, 2025

1. Acceptance of Terms

These terms of use (the "**Terms of Use**") and the Order Form (if applicable) entered into between you ("**you**" or collectively, "**Users**", as applicable) and Logshero Ltd. and its affiliated entities ("**Logz.io**", "**We**", "**Our**"), governs your and your Authorized Users' (as defined below) use of Logz.io various services (the "**Services**") that enable you to provide User Data (as defined below) to Logz.io servers (the "**Server**"), and to analyze User Data (the "**Logz.io Platform**"). These Terms of Use also stipulate the terms and conditions of your use of the Logz.io website (the "**Website**").

Please note that the term "**you**" also includes the company that is our customer and on whose behalf you are accepting these Terms of Use. You confirm that you are authorized to bind the company you represent by these Terms of Use.

Before using any of the Services, please carefully read these Terms of Use. By accessing, browsing or using the Website, Logz.io Platform, Services or Data (as defined below), you acknowledge that you have read, understood and agree to be bound by all the terms, conditions, consents and disclosures set forth in these Terms of Use. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN PLEASE CEASE USING THE WEBSITE, LOGZ.IO PLATFORM, SERVICES OR DATA IMMEDIATELY.

The Services are intended solely for users who are 18 years or older. Any access to or use of the Website, Logz.io Platform, Services or Data by anyone under 18 years is expressly prohibited. By accessing or using the Website, Logz.io Platform, Services or Data, you represent and warrant that you are 18 years or older.

"**Authorized Users**" means individuals directly employed or contracted by you or by your company who have either registered to the Logz.io Platform or were provided with access thereto by you or by your company. You are responsible for ensuring that all Authorized Users comply with the restrictions set forth in these Terms of Use and the Documentation (as defined below) and you shall remain solely liable towards Logz.io for the actions of such Authorized Users.

2. Modification of Terms of Use

We reserve the right, at our sole discretion, to modify, discontinue or terminate the Services or to modify these Terms of Use, at any time and for any reason. If we modify these Terms of Use, we will post the modified Terms of Use on the Website or provide you with notice of the modification. We will also indicate the last update date at the top of these Terms of Use. By continuing to access or use the Services and/or the Website after we have posted a modified version on the Website or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms of Use. IF THE MODIFIED TERMS OF USE ARE NOT ACCEPTABLE TO YOU, THEN PLEASE CEASE USING THE WEBSITE, LOGZ.IO PLATFORM, SERVICES AND THE DATA IMMEDIATELY.

3. Privacy

We consider your privacy one of our highest priorities. Please refer to our [Privacy Policy](#), which is incorporated herein by reference, for information and notices concerning our collection and use of your personal and non-personal information.

If you use the Logz.io Platform, Services or Website, you hereby represent, warrant and undertake that you will only use it to process User Data which you have the right to process, and in compliance with all applicable laws and regulations, including but not limited to applicable data security and privacy laws. You shall be solely responsible for providing any notice and obtaining any consent from any data subject, all as required by applicable laws and regulations in connection with the collection, use and disclosure of any User Data that includes personal information or personally identifiable information to Logz.io by you.

If you provide User Data which contains Personal Data (as defined below), and such Personal Data is subject to the provisions of the General Data Protection Regulation (GDPR), then such sharing will be governed by Logz.io's Data Processing Addendum, which can be accessed through this [link](#).

For the purpose of this Section 3, "Personal Data" shall mean any information relating to an identified or identifiable natural person.

4. Limitations of Services

You acknowledge that Logz.io may establish with respect to each of the Subscription Plans (as defined below), limits concerning the use of the Services, including, *without limitation*, the maximum number of days that the User Data will be retained by the Services (the "**Retention Period**"), the amount of log data that you send, the frequency with which you may access the Services, the 3rd party cloud providers where the User Data will be stored and their locations, etc. Any User Data that you send to the Logz.io Platform shall be in accordance with your Subscription Plan and the Documentation. You may ship User Data according to your Subscription Plans, to be calculated daily, based on the amount of User Data that is sent to the Logz.io Platform and enriched, as measured by the Logz.io Platform from 00:00 UTC to 23:59:999 UTC (the "**Daily Data Capacity**"). In the event that you send User Data in excess of your Subscription Plan, then Logz.io reserves the right to charge additional fees with respect thereto, as set forth in the applicable Order Form or in Logz.io's pricing page available at: <https://logz.io/pricing/> (the "**Pricing Page**").

For clarification, you acknowledge that when your Subscription Plan is changed from a Trial Plan to any of the Paid Plans (as such terms are defined below), the maximum Daily Data Capacity of User Data that may be sent to the Logz.io Platform shall be changed according to the specific Paid Plan, as applicable. In case the maximum Daily Data Capacity under any of the Paid Plans is lower than that of the Trial Plan, we reserve the right to remove or delete such portion of your User Data which exceeds the Daily Data Capacity applicable to your then-current Subscription Plan.

You agree that Logz.io has no responsibility or liability for the deletion of or failure to store any User Data or other content maintained or transmitted by or through the Services.

Solely with respect to Users with an Account that is under a Paid Plan- Logz.io shall employ commercially reasonable efforts to make the Services available according to the following target uptime availability- <https://logz.io/about-us/logzio-sla>.

From time to time, Logz.io may provide you with access to certain beta features, at no additional cost, solely for your internal evaluation (the "**Beta Services**"). Your use of any Beta Services is for the purpose of evaluating and testing the Beta Services and providing feedback to Logz.io. Logz.io reserves the right to modify or discontinue the Beta Services at any time, at its sole discretion, and in any event, Beta Services will automatically terminate at such a time that Logz.io makes the Beta Services generally available to its customers. You acknowledge and agree that: (i) Beta Services are experimental, unpredictable, under development, may be inoperable or incomplete, have not been fully tested, and may lead to erroneous results; (ii) Beta Services may not meet your requirements; (iii) the use or operation of any Beta Services may not be uninterrupted or error-free; (iv) Logz.io has no obligation to provide any particular service level or support services with respect to the Beta Services; and (v) you will use commercially reasonable efforts to notify Logz.io of any bugs or issues relating to the Beta Services and your use of Beta Services, including any performance measurements and other data relating to Beta Services, in confidence and shall not disclose such information to any unauthorized third parties. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, LOGZ.IO WILL HAVE NO LIABILITY WHATSOEVER FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE BETA SERVICES. ALL BETA SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE" WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND.

5. Account Registration and Fees

Account Registration: in order to gain access to certain features of the Logz.io Platform, you must register and create an account with Logz.io via the Website or via the AWS Marketplace (an "**Account**"). You agree to provide accurate information during the registration process, to update such information and to keep it current and complete, at all times. Logz.io reserves the right to suspend or terminate your Account at any time, including if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are solely responsible for safeguarding your Account's credentials (such as your username and password). You agree that you will not disclose your Account's credentials to any third party and that you will take sole responsibility for any activities or actions under your Account, including those of your Authorized Users, whether or not you have authorized such activities or actions. You will immediately notify Logz.io of any unauthorized use of your Account. An administrator of an Account may authorize an unlimited number of Authorized Users per Account by sending them an invitation to join the Account. The administrators will administer the use of such Account by such Authorized Users.

Subscription Plans: Logz.io offers certain trial and certain paid subscription plans (a "**Trial Plan**" and "**Paid Plan**", respectively, and collectively, the "**Subscription Plans**"). A description of the features associated with these Subscription Plans is available on the Website.

Trial Plan: all new Accounts start with a Trial Plan (other than the Logz.io Open 360 Observability Platform (PAYGO), available via the AWS Marketplace). Following the lapse of the applicable trial period under a Trial Plan, the Account will be deleted, unless you select to subscribe to a Paid Plan.

Payment Methods: when you select a Paid Plan, you will need to select out of the following payment methods that Logz.io may decide to make available at its sole discretion: (a) **wire transfer**- in which case you will pay our fees through the wire instructions that we will provide; (b) **credit card**- in which case you will be required to provide the third party clearance services provider with a credit card number and customary billing information such as your name and billing address and you will pay our fees through such third party clearance services provider, who will submit the corresponding invoice directly to you; (c) **marketplace billing**- in which case you will be required to register and provide your details to one of the available marketplaces that offer the Logz.io Platform, such as the AWS Marketplace and you will pay our fees through that marketplace, who will submit the corresponding invoice directly to you (the "**Marketplace Billing**").

Subscription Periods: your subscription period will commence on the start date and end on the end date, as set forth in your Order Form or in any other written agreement with the Company (the "**Subscription Period**"). You will be automatically charged the subscription fee in advance of each Subscription Period, unless stated otherwise in the Order Form or in any other signed agreement between you and Logz.io. In the event that your Subscription Period is on a month-to-month basis, then you may cancel your Account by contacting your account manager in writing, at least thirty (30) days prior to the renewal of such Subscription Period.

Additional Services: during the Subscription Period, you have the option to use additional priced features, capabilities, and services offered by Logz.io via the Logz.io Platform ("**Additional Services**"), and the calculation of the Additional Services' usage and fees will be in accordance with the prices, as set forth on Logz.io's Pricing Page available at: <https://logz.io/pricing>. At any time, your administrator may disable any access to the Additional Services via the Logz.io Platform or via the Support Chat.

Payment Terms: fees are due Net 30 days from the date of invoice (unless stated otherwise in the Order Form or in any other signed agreement between you and Logz.io). All payments not made when due shall be subject to a late charge of 1.5% per month or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Furthermore, Logz.io reserves the right to suspend the Services provided to you until unpaid amounts are paid or to terminate your Account. All upfront payments are based on the committed amounts that the Customer is subscribing to. All fees are non-cancellable and non-refundable.

Taxes: All fees and applicable taxes and banking fees, if any, are payable in United States dollars and are exclusive of all taxes, levies, or duties imposed by taxing authorities. You shall be responsible for payment of all such taxes, levies, duties, bank fees and other fees that may accrue in relation to your use of the Services. Logz.io is not responsible for any expenses or third party charges (including, without limitation, any charges with respect to clearing or billing services) you incur as a result of being billed in accordance with these Terms of Use. Logz.io also reserves the right, at any time, to impose or restructure any fees charged for your use of the Services or the Additional Services. Logz.io will notify you in advance of any changes with respect to fees it chooses to impose.

If you are subscribed to a Community Plan and you do not access your Account for 30 days or longer, Logz.io may cancel your Account (also see section 11 with respect to Account cancellation and termination). If Logz.io decides to cancel your Account, Logz.io may, at its discretion, provide you with notice via e-mail. If Logz.io receives a bounce-back from an e-mail account to which Logz.io sent a notice regarding the cancellation of your Account, Logz.io is under no obligation to provide you with further notice.

Additional Terms for Open 360 Observability Platform (PAYGO) Subscription Plan (via the AWS Marketplace): You may subscribe to this Subscription Plan by opening an Account via the AWS Marketplace. In doing so, you represent that you are authorized on behalf of your company to enter into a binding agreement with Logz.io that is subject to these Terms of Use (including this paragraph). Your Subscription Period will commence when you start shipping User Data to the Logz.io Platform and will terminate on the earlier of: (a) when you cancel your Account via the AWS Marketplace; or (b) if no User Data was shipped to the Logz.io Platform during a consecutive period of 6 months. Pricing is based on your actual usage, with charges varying according to how much you consume. At the end of each month, AWS will charge you through the AWS Marketplace Console in accordance with your usage of the Logz.io Platform during that month, and according to your AWS billing profile terms. Logz.io reserves the right, at any time, to remove or add products, services, and features to those offered on the Open 360 Observability Platform (PAYGO) Subscription Plan, and to amend the pricing of any such products, services and features, at its sole discretion, as will be reflected in the pricing page on the Open 360 Observability Platform (PAYGO). Any change in pricing will be effective within 90 days of notice. If you elect to pay through the Marketplace Billing, then you agree to remit a receipt of taxes withheld to Logz.io within ninety (90) days of the remittance. It is hereby agreed that in the event of any conflict or contradiction between these Terms of Use (including this paragraph) and any AWS terms that relate to this Subscription Plan, then these Terms of Use shall prevail.

6. Use of Shippers and Other Third Party Software, Tools and Features

You acknowledge and agree that the Services (including the Shippers) may include, or require you to install and use, certain publicly available software ("**Third Party Software**"), as specified on the Website, in the Documentation and in the Logz.io Platform. "**Shippers**" means certain libraries and programs available through Logz.io Platform or otherwise, that enable Users to collect logs containing User Data and to ship them to the Server where such User Data shall be stored for a limited Retention Period, all as set forth in the applicable Order Form. You agree to be bound by the terms governing the Third Party Software with regard to the use thereof. Logz.io does not, and shall not, assume any responsibility or liability with respect to any Third Party Software, its integrity, completeness, accuracy, reliability and/or quality, and Logz.io does not guarantee or assume any responsibility or liability that any such Third Party Software will function as described by the third party providing it. Furthermore, Logz.io does not, and shall not, assume any responsibility or liability to any content offered, published, displayed and/or suggested through any Third Party Software.

In addition, you further acknowledge and agree that certain features of the Logz.io Platform (such as Insights and Observability IQ) may include content from publicly available resources on the

Internet (the "**Content**") and/or may enable you to use AI features that are based on third parties' tools (the "**AI Features**"). Logz.io does not permit AI providers to use User Data submitted to the AI Features (the "**Input**") to train the AI models. The output provided by the AI Features (the "**Output**") and the Content may be incomplete, inaccurate and/or contain errors. Logz.io does not, and shall not, assume any responsibility or liability with respect to the Output and to the Content, and makes no representations or warranties of any kind, express or implied, regarding the completeness, accuracy, reliability, suitability or availability of the Output and the Content, any intellectual property rights or other rights therein, or associated with the use thereof. You acknowledge and agree that you are solely responsible for your use of any Output and Content. You further consent to Logz.io's use, processing, and storage of Input and Output to further develop, enhance, and improve the Services.

7. Ownership

Except as expressly provided in these Terms of Use, Logz.io and its licensors exclusively own all right, title and interest in and to the Services, the Logz.io Platform, the Website, the Documentation and Logz.io Data (as defined below), including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services, the Logz.io Platform, the Website, the Documentation and Logz.io Data.

All trademarks, service marks, logos, trade names and any other proprietary designations of Logz.io used herein are trademarks of Logz.io. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks of their respective owners.

Logz.io does not claim any ownership rights in your User Data and nothing in these Terms of Use will be deemed to restrict any rights that you may have to use and exploit your User Data.

For purposes of these Terms of Use: (i) "**Data**" means data, customized analyses, text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, provided or otherwise made available through the Logz.io Platform; and (ii) "**User Data**" means any Data that is either shipped by Shippers to the Server or otherwise made available to Logz.io, and (iii) "**Logz.io Data**" means any Data that is not User Data.

8. Licenses Granted by Logz.io to You

During the term of your engagement with Logz.io and subject to your full compliance with these Terms of Use, Logz.io grants you a limited, revocable, non-exclusive, non-transferable, non-sublicenseable license for your Authorized Users to access and use the Logz.io Platform for your internal business purposes and subject to the restrictions set forth in these Terms of Use. Any use of the Logz.io Platform shall be in accordance with Logz.io's instructions and technical documentation made available through the Logz.io Platform and through <https://docs.logz.io/> ("**Documentation**"). You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or the Logz.io Platform, except as expressly permitted in these Terms

of Use or under a written agreement with Logz.io. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Logz.io or its licensors, except for the licenses and rights expressly granted in these Terms of Use.

9. Licenses Granted by You to Logz.io

By making any User Data available through the Logz.io Platform, you hereby grant Logz.io a non-exclusive, transferable, royalty-free, worldwide, license to use, copy, modify, distribute, publicly display, reproduce, and prepare derivative works of all data provided to Logz.io in connection with these Terms of Use and to permit Logz.io to perform the Services as set forth herein. You acknowledge and agree that Logz.io shall also be entitled to collect information and statistics regarding your use of the Services during the term of your engagement. Logz.io may also collect certain data from the User Data or other data in its aggregated and anonymized form that will not identify you or any individual (such data, the "**Aggregated User Data**"). Logz.io may use the Aggregated User Data for analytics purposes and to understand the needs of the Service's users and to develop, improve and market the Services and the Logz.io Platform. You acknowledge and agree that Logz.io may keep the Aggregated User Data after the termination of these Terms of Use.

You are solely responsible for all your User Data. You represent and warrant that (i) you own all your User Data or you have all rights that are necessary to grant us the license rights in your User Data under these Terms of Use; (ii) your User Data, or your use and provision of your User Data, or any use of your User Data by Logz.io on or through the Logz.io Platform will not infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; (iii) you have fully complied with any third-party licenses, permits and authorizations required in connection with such User Data; (iv) the User Data does not contain any viruses, worms, Trojan horses or other harmful or destructive code or content; and (v) the User Data is not: (a) defamatory or libelous, (b) fraudulent, false, misleading or deceptive (c) promotes discrimination, racism, hatred, or violence.

10. User Restrictions

You may only access and use the Services, the Website and the Logz.io Platform solely for your internal business purposes. You will not: (i) sell, resell, rent or lease the Services, the Website or the Logz.io Platform; (ii) reverse engineer the Services, the Website or the Logz.io Platform; (iii) attempt to modify the Services, the Website or the Logz.io Platform; or (iv) use the Services, the Website or the Logz.io Platform to store any User Data or any information that is unlawful. You may not access or use (or permit a third party to access or use) the Services, the Website or the Logz.io Platform for purposes of monitoring the availability, performance or functionality of the Services, the Website or the Logz.io Platform or for any other benchmarking or competitive purposes. You will use the Logz.io Platform and the Services in compliance with the Documentation and with these Terms of Use, including as it relates to integration with your properties, and you shall not abuse, interfere, or misuse the Services and/or the Logz.io Platform, in any way. You shall be solely and absolutely liable towards Logz.io for any damages or disruptions to the Services, the Website or the Logz.io Platform

caused by your use of the Services in violation of the Documentation and of these Terms of Use. You will not attempt to gain access to any related systems or networks to which access is restricted.

In addition, you agree not to do any of the following in connection with your use of the Services, or with your access to the Logz.io Platform or the Website (including with respect to any third party services offered or linked therefrom):

- Post, upload, publish, submit or transmit any Data that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances (including but not limited to activities that promote or provide instructional information regarding the manufacture or purchase of illegal weapons or illegal substances);
- Use, display, mirror, frame or utilize framing techniques to enclose the Website, or any individual element or materials within the Website, Logz.io's name, any Logz.io trademark, logo or other proprietary information, the content of any text or the layout and design of any page or form contained on a page, without Logz.io's express written consent;
- Access, tamper with, or use non-public areas of the Website, the Logz.io Platform, Logz.io's computer systems, or the technical delivery systems of Logz.io's providers;
- Attempt to probe, scan, test the vulnerability or breach any security or authentication measures of the Website, the Logz.io Platform, or any Logz.io system or network;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Logz.io or any of Logz.io's providers or any other third party (including another user) to protect the Services, the Website and the Logz.io Platform;
- Attempt to access, search or download the Services, the Website or the Logz.io Platform through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than tools that access or search the Services, the Website or the Logz.io Platform through the software and/or search agents provided by Logz.io or other generally available third party Shippers or web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari, Opera or Chrome);
- Send any unsolicited or unauthorized advertising, promotional materials, e-mail, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Logz.io trademark, logo URL or product name without Logz.io's express written consent;

- Use the Services, the Website and the Logz.io Platform in any manner not permitted by these Terms of Use;
- Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or in any way use the Services, the Website or the Logz.io Platform to send altered, deceptive or false source-identifying information;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services, the Website or the Logz.io Platform. Without derogating from the generality of the above, you specifically agree not to establish an excessive number of connections from IoT or mobile devices that may impact the performance or stability of the Logz.io Platform or any other network resource or take any action that imposes or may impose (as determined in Logz.io's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure.
- Collect or store any personal data or personally identifiable information from the Services, the Website or the Logz.io Platform from other users of the Services, the Website and the Logz.io Platform without their express prior permission, for commercial or unlawful purposes or otherwise;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation;
- Contact anyone who has not asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose;
- Stalk or otherwise harass anyone; or
- Repeatedly post the same or similar content.

Logz.io has the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement, Website security issues, to the fullest extent permitted by law. Logz.io may involve and cooperate with law enforcement authorities in prosecuting Users who violate these Terms of Use. You acknowledge that Logz.io has no obligation to monitor your access to or use of the Services or the Logz.io Platform or to review or edit any User Data, but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Logz.io reserves the right, at any time and without prior notice, to remove or disable access to any Data for any reason, including, but not limited to, any User Data, and/or to temporarily or indefinitely block access from offending mobile/IoT devices or implementing rate-limiting measures that Logz.io, in its sole discretion, considers to be in violation of these Terms of Use or otherwise harmful to the Services. These actions do not derogate from any other remedies available to Logz.io in accordance with these Terms of Use (specifically the right to terminate under Section 11) or applicable law.

By accessing, browsing or using the Website, Logz.io Platform, Services or Data, you represent that you are not the target of sanctions laws by the European Union, United States (including by the US Department of Commerce and US Department of Treasury), or United Kingdom (including by Her Majesty's Treasury). Moreover, you represent that you are not located within any country or territory that is subject to comprehensive sanctions, including Iran, Syria, Lebanon, Cuba, North Korea, Crimea, or the so-called Donetsk People's Republic or Luhansk People's Republic.

11.Termination

You agree that Logz.io, in its sole discretion, has the right to delete or deactivate your Account, block your e-mail or IP address to prevent you from accessing or using the Services, the Logz.io Platform and the Website, or otherwise terminate your access to or use of the Services, the Logz.io Platform and the Website (or any part thereof), immediately and without notice, including, without limitation, if you breach any of these Terms of Use, or if you are judged bankrupt or insolvent, make a general assignment for the benefit of your creditors, a trustee or receiver is appointed for you; or any petition by or on your behalf is filed under any bankruptcy or similar laws. Logz.io shall not be liable to you or to any third-party for any termination of your Account and/or your access to the Services, to the Logz.io Platform and the Website. You agree not to attempt to use the Services, the Logz.io Platform and the Website after any such termination. In the event that Logz.io terminates your Account and/or your access to the Services, the Logz.io Platform and/or the Website for your breach, you will remain liable for all amounts due under these Terms of Use. You may cancel your Account at any time by informing us via the Website or by contacting customer support at help@logz.io, and providing proof of Account ownership. You acknowledge that in any event there will be no refunds of any pre-paid fees and that any outstanding fees under an Order Form or any other written agreement, will become immediately due and payable by you upon termination.

Once an Account is terminated or canceled, Logz.io has no obligation to retain your User Data, and Logz.io may remove all User Data in its possession (including any configuration, customization and settings) without any option to recover the User Data. Note that in certain instances, some of your User Data may not be completely removed from the Logz.io Platform. We are not and shall not be responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Data.

12.Survival

Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of these Terms of Use which by their nature should survive will survive, including, without limitation, sections hereof entitled "Ownership", "Warranty Disclaimers", "Indemnification", "Limitation of Liability" and "Governing Law; Jurisdiction".

13.Warranty Disclaimers

YOU AGREE THAT THE USE OF THE SERVICES, THE LOGZ.IO PLATFORM AND THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. THE SERVICES, THE LOGZ.IO PLATFORM, THE WEBSITE AND THE DOCUMENTATION ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, LOGZ.IO DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS ACCESSED THROUGH OR ADVERTISED ON THE WEBSITE, THE LOGZ.IO PLATFORM OR SERVICES, OR ACCESSED THROUGH ANY LINKS THEREFROM.

LOGZ.IO DOES NOT GUARANTEE OR ASSUME ANY RESPONSIBILITY OR LIABILITY THAT THE SERVICES, THE LOGZ.IO PLATFORM AND THE WEBSITE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAY OR ERRORS. LOGZ.IO DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED.

A number of factors may impact the quality of your communications and use of the Services, the Website and the Logz.io Platform and may result in the failure of your communications including, without limitation, for example, your use of Shippers or other third party software, your local network, firewall, your internet service provider, the public internet and your power supply. LOGZ.IO TAKES NO RESPONSIBILITY FOR ANY DISRUPTION, INTERRUPTION OR DELAY CAUSED BY ANY FAILURE OF OR INADEQUACY IN ANY OF THESE ITEMS OR ANY OTHER ITEMS OVER WHICH WE HAVE NO CONTROL. YOU FURTHER ACKNOWLEDGE THAT LOGZ.IO IS NOT RESPONSIBLE AND HAS NO LIABILITY FOR ANY HARDWARE, SOFTWARE, OR OTHER ITEM OR SERVICE PROVIDED BY ANYONE OTHER THAN LOGZ.IO.

YOU ACKNOWLEDGE THAT THE SERVICES AND DATA ARE HOSTED ON A THIRD PARTY HOSTING FACILITY, AND THAT LOGZ.IO SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTION TO THE SERVICES OR LOSS OF DATA WHICH IS CAUSED BY SUCH THIRD PARTY HOSTING FACILITY. LOGZ.IO MAY CHANGE THE THIRD PARTY HOSTING PROVIDER OR ITS LOCATION, FROM TIME TO TIME, AT ITS SOLE DISCRETION. YOU FURTHER ACKNOWLEDGE THAT LOGZ.IO IS NOT A BACKUP OR STORAGE SERVICE, AND THAT LOGZ.IO SHALL HAVE NO LIABILITY TOWARDS YOU WITH REGARD TO ANY LOSS OR DESTRUCTION OF USER DATA DURING THE RETENTION PERIOD OR OTHERWISE. YOU ACKNOWLEDGE THAT LOGZ.IO DOES NOT WARRANT OR GUARANTEE THE SECURITY OF THE WEBSITE, THE LOGZ.IO PLATFORM OR OF COMMUNICATIONS MADE USING THE SAME.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM LOGZ.IO OR THROUGH THE WEBSITE AND/OR THE LOGZ.IO PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

You are solely responsible for all of your communications and interactions with other Users of the Logz.io Platform and with other persons with whom you communicate or interact as a result of your use of the Logz.io Platform. For example, Users may participate in a user-to-user forum. You understand that Logz.io does not screen or inquire into the background of any users of the Logz.io Platform, nor does Logz.io make any attempt to verify the statements of Users. Logz.io makes no representations or warranties as to the conduct of Users or their compatibility with any current or

future Users of the Logz.io Platform. You should not provide your financial information (e.g. your credit card or bank account information) to other Users.

14. Indemnification

You agree to defend, indemnify and hold Logz.io and their respective officers, directors, employees, agents and licensors harmless from and against any and all claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees) Logz.io or any indemnified party suffers pursuant to, or in relation to, or arising from any violation by you of these Terms of Use, and/or any claim or demand by a third party that your use of the Logz.io Platform and/or the Services and/or the processing or usage of your User Data by Logz.io is in breach or violation of applicable laws or the right of any third party.

15. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES, THE LOGZ.IO PLATFORM AND THE WEBSITE REMAINS WITH YOU. NEITHER LOGZ.IO NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE WEBSITE, SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE WEBSITE, THE LOGZ.IO PLATFORM OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LOGZ.IO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF LOGZ.IO, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES AND REPRESENTATIVES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, THE WEBSITE OR THE LOGZ.IO PLATFORM EXCEED: (A) THE AMOUNTS YOU HAVE PAID TO LOGZ.IO FOR USE OF THE SERVICES DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES, IF YOU ARE REGISTERED FOR A PAID PLAN; OR (B) FIFTY US DOLLARS (\$50), IF YOU ARE REGISTERED FOR A TRIAL PLAN OR A COMMUNITY PLAN, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS FOR THE AGREEMENT BETWEEN LOGZ.IO AND YOU.

16. Governing Law; Jurisdiction

You agree that the laws of the State of Israel, without regard to principles of conflict of laws and regardless of your location, will govern these Terms of Use and any dispute of any sort that might arise between you and Logz.io and any of its affiliates. Any claim or dispute between you and Logz.io or any of its affiliates that arises in whole or in part from your use of the Services or the Website or your access to the Logz.io Platform shall be decided exclusively by a court of competent jurisdiction located in Tel-Aviv, Israel and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-convenient with respect to venue and jurisdiction in the courts of Tel-Aviv, Israel. YOU AND LOGZ.IO AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17.Integration and Severability

These Terms of Use are the entire agreement between you and Logz.io with respect to the use of the Services, the Website and the Logz.io Platform and supersede and replace all prior or contemporaneous communications and proposals, whether oral, written or electronic, between you and Logz.io with respect thereto. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Logz.io. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise.

18.Assignment

You may not assign or transfer these Terms of Use, by operation of law or otherwise, without Logz.io's prior express written consent. Any attempt by you to assign or transfer these Terms of Use, without such consent, will be null and of no effect. Logz.io may assign or transfer these Terms of Use, in its sole discretion, without restriction. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.

19.Feedback

We welcome comments, questions, enhancement requests, suggestions, ideas, process descriptions or other information related to the Services and/or to the Logz.io Platform ("**Feedback**"), whether provided directly to Logz.io, via the Logz.io website or by contacting our customer support. You agree that Logz.io has all right to use and incorporate the Feedback into the Services and/or to the Logz.io Platform without any restrictions or payment to you.

20.Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms of Use, will be in writing and given by us (i) via e-mail (in each case to the address that you provide), or (ii) by posting to the Website. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

21.Publicity

We may mention you as a client on the Website, in marketing collaterals and in public statements and for that purpose, we may use your logo and trademark. In addition, upon your written consent (not to be unreasonably withheld), we may issue a press release or case study, concerning our engagement with you.

22.Contact Us

For any questions about these Terms of Use or any other issue regarding Logz.io or the Services please contact us via the Website or at: help@logz.io