Frabs

LEGAL · VERSION 3

# Terms and Conditions

The agreement between Frabs and the businesses that use the Frabs network and resource abuse prevention service.

| VERSION | APPLIES TO | GOVERNING LAW | CONTACT |
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| FRABS_TC_V.3<br>OCTOBER 2026 | The free Trial and every paid Plan | England and Wales | frabs.net<br>info@frabs.net |

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**About these Terms.** These Terms are between Frabs and the business that creates an Account or signs an Order. They apply to the free Trial and to every paid Plan. By accepting them in the Panel, or by signing an Order, the Customer agrees to them. Words that start with a capital letter are defined in clause 1.

## 1. DEFINITIONS

1.1 In these Terms, the words below have the meanings given to them. A defined term has the same meaning in the singular and in the plural.

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| **Account** | the Customer's account on the Panel, which holds its Nodes, Authorised Users, settings, Incidents and audit log. |
| **Affiliate** | a company that controls, is controlled by, or is under common control with a party. |
| **Agreement** | the contract between Frabs and the Customer made up of the documents listed in clause 2.1. |
| **Approval** | a decision by an Authorised User, made in the Panel, that allows Frabs to carry out a Remediation Action. |
| **Authorised User** | a person the Customer has invited to its Account, with the role of owner, admin, analyst or a read-only role. |
| **Business Day** | a day other than a Saturday, a Sunday or a public holiday in England. |
| **Business Hours** | the hours that fall within Support Hours. |
| **Confidential Information** | information that is marked as confidential or that a reasonable person would understand to be confidential, including the Customer Data, the Documentation, pricing agreed in an Order and the non-public workings of the Service. |
| **Customer** | the business that creates an Account or signs an Order. |
| **Customer Data** | all data that the Customer or its Authorised Users put into the Service, and all data collected about the Customer's Nodes and networks by the Sensor, including Detection Data. |
| **Data Protection Law** | the UK GDPR, the Data Protection Act 2018 and, where it applies, Regulation (EU) 2016/679, each as amended or replaced. |
| **Detection Data** | network flow metadata and abuse indicators that the Sensor collects and the Service analyses, such as source and destination addresses, ports, protocols, volumes, timings and the attribution of traffic to a virtual server, and readings of the computing resources each virtual server uses (its CPU, disk and memory use), taken from the Node. |
| **Documentation** | the guides, install instructions and help pages that Frabs publishes for the Service. |
| **End Customer** | a person or business that rents or uses a virtual server, or other service, from the Customer. |
| **Fees** | the amounts payable for the Service, as set out in clause 6, Schedule A and any Order. |
| **Frabs** | the business that operates the website frabs.net and provides the Service. |
| **Incident** | a pattern of outbound activity that the Service has detected and attributed to a virtual server or End Customer, and the record of how it was handled. |
| **Node** | one server, physical or virtual, that acts as a hypervisor host and on which the Sensor is installed. Each such server counts as one Node. |
| **Order** | an order form, quote or Panel checkout in which the Customer chooses a Plan, whether or not it is signed. |

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| **Panel** | the Frabs customer web application at panel.frabs.net, and the Frabs API at api.frabs.net. |
| **Personal Data** | has the meaning given in Data Protection Law. |
| **Plan** | a package of the Service with a Node allowance and a monthly fee, as listed in Schedule A. |
| **Remediation Action** | a step that limits or stops outbound abuse or resource abuse, such as rate limiting, blocking traffic, isolating a virtual server from the network, limiting a virtual server's CPU or disk use on the Node, or notifying an End Customer. |
| **Sensor** | the Frabs software that runs at the hypervisor level of a Node and observes traffic leaving the Node's virtual servers and the CPU, disk and memory each of them uses. No software is installed inside the End Customer's virtual servers. |
| **Service** | the Frabs network and resource abuse prevention service, made up of the Sensor, the Panel, the Frabs API, and the support provided under clause 13. |
| **Stripe** | Stripe, the payment processor that Frabs uses to take payments, as listed in Schedule C. |
| **Subscription Term** | the period during which the Customer has a paid subscription to a Plan, as described in clause 21. |
| **Support Hours** | 09:00 to 18:00 UK time on Business Days. |
| **Terms** | these Frabs Terms and Conditions, including its Schedules. |
| **Ticket** | a support request that an Authorised User raises in the Panel. |
| **Trial** | the free trial described in clause 5. |
| **Trial Period** | the 30 days that start when the Customer's first Node is connected for the Trial. |

1.2 A reference to a clause or Schedule is to a clause of, or a Schedule to, these Terms. Headings are for convenience only. The words "including" and "for example" do not limit the words before them.

## 2. STRUCTURE OF THE AGREEMENT

2.1 The Agreement is made up of the following documents. If they conflict, the document that is higher in this list prevails.

(a) the Order, but only for the Plan, Nodes, Fees and any special terms it states;

(b) these Terms, including Schedule A (Plans and fees), Schedule B (Support) and Schedule C (Data processing details); and

(c) the Documentation.

2.2 These Terms apply to every Order. Terms that the Customer proposes, including terms on a purchase order or in a supplier portal, do not apply, even if Frabs does not object to them.

2.3 The Service is for businesses. The Customer confirms that it uses the Service only for the purposes of its business and not as a consumer.

2.4 The Agreement starts when the Customer accepts these Terms in the Panel or signs an Order, whichever happens first. The person who accepts confirms that they have authority to bind the Customer.

## 3. THE SERVICE

3.1 Frabs provides the Service to the Customer under the Agreement. The Service helps the Customer to prevent abuse that originates from the Customer's own network, in these steps:

(a) detect: the Sensor observes outbound traffic from the Customer's Nodes and the resource use of their virtual servers, and the Service identifies patterns of abuse;

(b) attribute: the Service links the activity to a specific virtual server and, where the Customer has provided the data, to an End Customer;

(c) investigate: the Service gives Authorised Users the evidence they need to review the Incident in the Panel;

(d) remediate: Remediation Actions are carried out as set out in clause 10; and

(e) record: the Service keeps a record of each Incident, each decision and each action in an audit log.

3.2 The Sensor works at the hypervisor level. Frabs does not require, and the Customer must not install, any Frabs software inside an End Customer's virtual server.

3.3 Frabs may improve, update or change the Service from time to time. If a change would materially reduce what the Service does, clause 22 applies.

3.4 Frabs may use subcontractors to provide the Service and remains responsible for their work to the same extent as for its own.

3.5 The Service is a tool to help the Customer manage abuse. It does not replace the Customer's own abuse handling, legal and security responsibilities, and Frabs does not promise that every abuse event will be detected, correctly attributed or stopped.

## 4. ACCOUNTS AND ACCESS

4.1 To use the Service the Customer must create an Account and give accurate information about itself. The Customer must keep that information up to date.

4.2 Every Authorised User must sign in with multi-factor authentication. The Customer must ensure that each Authorised User keeps their sign-in details, passkeys and codes secret and does not share them.

4.3 The Customer chooses the role of each Authorised User. Owners and admins can change settings, approve Remediation Actions and manage other users. Analysts can investigate Incidents and raise Tickets. Read-only roles can view information. The Customer is responsible for deciding who gets which role.

4.4 The Customer is responsible for everything that is done in its Account, including by its Authorised Users, unless the activity was caused by Frabs failing to meet clause 12.

4.5 The Customer must tell Frabs without delay if it suspects that an Account, a sign-in credential or a Node has been compromised.

4.6 Frabs may require an Authorised User to confirm their identity again before a sensitive action, such as changing billing details or approving a Remediation Action.

## 5. FREE TRIAL

5.1 Frabs offers a free Trial of the Single Plan for one server. The Trial lasts for the Trial Period. Frabs also offers a demo of the Service. The Customer is welcome to use the demo and the Trial to decide whether the Service meets its needs before it pays for the Service.

5.2 There is one Trial for each server. A server that has been used for a Trial, under any Account, cannot be used for another Trial.

5.3 During the Trial the Customer may connect one Node only. The Trial has the features of the Single Plan.

5.4 Frabs may refuse or end a Trial if it reasonably believes that the Customer is trying to get more than one Trial for the same server, for example by creating several Accounts.

5.5 To start the Trial the Customer must set up a payment method with Stripe in the Panel. No Fees are charged during the Trial Period.

5.6 The Trial continues into a paid subscription to the Single Plan unless the Customer cancels before the Trial Period ends. If the Customer has not cancelled in the Panel by the end of the Trial Period, Frabs will charge the first monthly Fee for the Single Plan to the Customer's payment method, and the subscription continues as set out in clause 21. Frabs will send a reminder by email before the Trial Period ends, but the Customer is responsible for cancelling in time.

5.7 If the Customer cancels before the Trial Period ends, no Fees are charged and the Service stops for that Node at the end of the Trial Period. Frabs will keep the Customer's Account data for 30 days after that, in case the Customer decides to subscribe, and will then delete it.

5.8 The Service is provided during the Trial on an "as is" basis, without any service targets. Clauses 18 and 20 apply to the Trial, and Frabs's total liability to the Customer for the Trial is limited as set out in clause 20.5.

## 6. PLANS, NODES AND FEES

6.1 The Plans, the number of Nodes included in each Plan and the monthly Fees are set out in Schedule A. A Plan includes the Nodes shown for it and no more.

6.2 The Customer may connect a Node only if the number of its connected Nodes stays within its Plan. If the Customer needs more Nodes, it must move to a Plan that includes them. Frabs may stop new Nodes from connecting until the Customer does so.

6.3 The Customer may move to a higher Plan at any time. The new Plan and its Fees apply from the date of the change, and Frabs will adjust the next invoice for any part of the month already paid.

6.4 The Customer may move to a lower Plan with effect from the start of its next billing month, as long as its connected Nodes fit within the lower Plan.

6.5 The Enterprise Plan is priced by agreement. Its Fees, Node allowance and any special terms are set out in the Order.

6.6 Frabs may change its Fees for a Plan by giving the Customer at least 30 days' written notice. The new Fees apply from the start of the first billing month that begins after the notice period. If the Customer does not agree to the change, it may cancel under clause 21.2 before the new Fees apply.

## 7. PAYMENT AND TAXES

7.1 The Service is sold as a subscription. Unless an Order says otherwise, the Customer's Plan renews automatically each month and the Fees are charged monthly in advance, using the payment method that the Customer has set up in the Panel, until the subscription is cancelled under clause 21. All payments are made through Stripe, which Frabs uses as its payment processor. By setting up a payment method the Customer authorises Frabs, through Stripe, to charge the Fees to it on a recurring basis. Frabs does not store full card details, and Stripe's own terms apply to its handling of them.

7.2 Fees are shown in US dollars and do not include VAT or any other tax, duty or charge. The Customer must pay any such amounts that apply to the Service, and Frabs will add VAT to its invoices where it is required to.

7.3 Frabs will send each invoice by email to the billing contact set in the Panel and will make it available in the Panel.

7.4 If a payment fails, Frabs may try it again and will tell the Customer. If the Fees are still unpaid 7 days after Frabs's notice, Frabs may suspend the Service under clause 15.

7.5 If the Customer disputes an invoice in good faith, it must tell Frabs within 30 days of the invoice date, giving its reasons, and must pay the part that is not in dispute. The parties will work together to settle the dispute promptly.

7.6 Frabs may charge interest on late payments at 4% a year above the Bank of England base rate, from the due date until payment, to the extent the law allows.

7.7 Fees are not refundable. This applies to every Plan and to a Trial that continues into a paid subscription, including where the Customer cancels part-way through a billing month, does not use the Service, or changes its mind. The Customer has the demo and the free Trial to try the Service before it pays. This clause does not limit a refund that the law requires or that clause 21.4 provides.

## 8. CUSTOMER RESPONSIBILITIES

8.1 The Customer must:

(a) install and keep up to date the Sensor on its Nodes in line with the Documentation;

(b) have the right to install the Sensor on each Node, to monitor traffic leaving the virtual servers on it, and to monitor and limit the computing resources those virtual servers use;

(c) make sure that its terms with End Customers allow the monitoring and the Remediation Actions that the Service involves, and give any notices to End Customers that the law requires;

(d) give accurate and current information that the Service needs, for example about which End Customer a virtual server belongs to;

(e) review Incidents and Approval requests in good time; and

(f) comply with the law that applies to its use of the Service.

8.2 The Customer is responsible for its network, its Nodes, its End Customers and its relationships with them. Frabs has no contract with End Customers and no responsibility to them.

8.3 The Customer is responsible for dealing with abuse complaints, blocklist listings and similar matters that concern its network, even if the Service has helped to detect or reduce the abuse.

8.4 The Customer must give Frabs the help and information that Frabs reasonably asks for to provide the Service. Frabs is not responsible for delay or failure that the Customer causes.

## 9. ACCEPTABLE USE

9.1 The Customer must not, and must not allow anyone else to:

(a) use the Service in a way that breaks the law, including sanctions, export control and data protection laws;

(b) use the Service to monitor people or traffic that the Customer has no right to monitor;

(c) copy, modify, reverse engineer or try to obtain the source code of the Service, except where the law allows it despite this restriction;

(d) attack, probe, overload or interfere with the Service or its security, or try to get round its limits, including the Node limits of a Plan or the limits of the Trial;

(e) resell the Service, or offer it to others as a service or as part of a service, without Frabs's written agreement;

(f) use the Service to build a competing product; or

(g) put into the Service anything that is unlawful or that contains malicious code.

9.2 The Customer must not use the Frabs API in a way that exceeds the rate limits in the Documentation.

9.3 If the Customer breaks this clause, Frabs may act under clause 15.

## 10. DETECTION, ATTRIBUTION AND REMEDIATION

10.1 The Service shows the Customer what it has detected and how confident it is. Detection is based on patterns and can be wrong. Some abuse will not be detected, and some activity that is not abuse may be flagged.

10.2 The Customer decides which Remediation Actions are available on its Account and who may approve them.

10.3 Frabs will carry out a Remediation Action only:

(a) after an Authorised User has given an Approval for that action; or

(b) under an automation rule that the Customer's owner or admin has switched on in the Panel, and only to the extent that the rule covers that action.

10.4 Where the Customer gives an Approval or switches on an automation rule, the action is taken on the Customer's instruction. The Customer is responsible for the effect of the action, including its effect on an End Customer.

10.5 The Customer may reverse a Remediation Action in the Panel, or ask Frabs to do so by raising a Ticket.

10.6 The Service records each Incident, each Approval, each automation rule and each Remediation Action in the audit log of the Account, with the time and the Authorised User or rule that was responsible.

10.7 Frabs is not liable for a Remediation Action that the Customer approved or that its own automation rule triggered, or for a detection that is wrong or that was missed, except to the extent that the problem was caused by Frabs's breach of the Agreement.

## 11. DATA PROTECTION

11.1 Each party must comply with Data Protection Law. The details of the processing are in Schedule C.

11.2 Frabs is the controller of the Personal Data of the Customer's Authorised Users that it holds in order to run Accounts, bill the Customer, keep the Service secure and communicate with the Customer.

11.3 For Personal Data in Detection Data and the rest of the Customer Data, the Customer is the controller and Frabs is the processor. In that role Frabs will:

(a) process the Personal Data only on the Customer's documented instructions, which are these Terms, the Customer's use of the Service and the Documentation, unless the law requires otherwise, in which case Frabs will tell the Customer first where it lawfully can;

(b) make sure that people who process the Personal Data are bound by a duty of confidentiality;

(c) put in place the security measures in clause 12;

(d) help the Customer to respond to requests from data subjects and to meet its other duties under Data Protection Law, taking into account the nature of the processing;

(e) tell the Customer without undue delay, and in any case within 48 hours, after becoming aware of a breach of security that affects the Customer's Personal Data;

(f) delete or return the Personal Data when the Agreement ends, as set out in clause 21.7; and

(g) give the Customer the information it reasonably needs to show that Frabs has met this clause, and allow audits that the Customer reasonably requires, on 30 days' notice, during business hours, no more than once a year unless there has been a breach.

11.4 The Customer agrees that Frabs may use the sub-processors listed in Schedule C. Frabs will tell the Customer at least 30 days before it adds or replaces a sub-processor, and the Customer may object on reasonable data protection grounds in that time. Frabs is responsible for its sub-processors and will bind each of them to terms that give similar protection.

11.5 The Service is designed to analyse network flow metadata and abuse indicators, not the content of End Customer traffic. The Customer must not use the Service to send the content of its End Customers' communications to Frabs.

11.6 The Customer is responsible for having a lawful basis to give Frabs the Personal Data it processes through the Service, and for any information that the law requires it to give to End Customers and others.

11.7 Frabs will process Personal Data in the United Kingdom and the European Economic Area. If Frabs transfers it elsewhere, it will make sure that the transfer is lawful. Stripe may process payment details in other countries under its own terms.

11.8 Frabs may use data that has been aggregated and made anonymous so that it cannot identify the Customer, an End Customer or any person, in order to run, secure and improve the Service.

## 12. SECURITY

12.1 Frabs will use appropriate technical and organisational measures to protect the Customer Data, taking into account the risk and the state of the art. They include:

(a) encryption of Customer Data in transit and of stored data where it is appropriate;

(b) separation of each Customer's data from that of other customers;

(c) multi-factor authentication for all Authorised Users and for Frabs personnel, with passkeys for Frabs operators;

(d) restricted administrative access to Frabs systems, over private networks only;

(e) a tamper-evident audit log of operator actions; and

(f) logging, monitoring and a process for dealing with security incidents.

12.2 Frabs personnel may look at a Customer's Account only to provide support, to keep the Service secure or as the law requires. When they do so using a view of the Customer's Account:

(a) the view is read-only;

(b) the person must record a reason for it;

(c) it lasts for no more than 30 minutes unless it is renewed with a new reason; and

(d) the access is logged and shown in the Customer's own audit log.

12.3 If Frabs becomes aware of a security breach that affects the Customer Data, it will tell the Customer in line with clause 11.3(e), take steps to contain it and give the Customer the information it reasonably needs.

12.4 The Customer must keep its own systems, including the Nodes on which the Sensor runs, reasonably secure, and must apply updates to the Sensor that Frabs identifies as security updates within a reasonable time.

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## 13. SUPPORT

13.1 Frabs provides support for the Service through Tickets only. Support is available to the Customer's Authorised Users who are signed in to the Panel with multi-factor authentication. The roles of owner, admin and analyst can raise Tickets and reply to them, and read-only roles can view them.

13.2 Frabs does not give support by telephone or through the sales chat on the Frabs website, and does not answer support questions by email. The only email exception is that a person who cannot sign in to the Panel may email info@frabs.net to get access back. Otherwise, the sales chat and info@frabs.net are for questions about buying the Service and are not part of the support service. A reply to a Frabs notification email does not reach the support team.

13.3 Notification emails about a Ticket tell the Customer that there has been an update and do not contain the text of the Ticket. The Customer must sign in to the Panel to read it.

13.4 Frabs will answer Tickets during Support Hours. Frabs aims to send a first reply within the target for the Customer's Plan shown in Schedule B. These targets are aims and not guarantees, and they are counted in Business Hours within Support Hours.

13.5 Frabs sets the priority of a Ticket, taking the Customer's description into account. Frabs may use internal notes on a Ticket, which are not shown to the Customer.

13.6 A Ticket is solved when Frabs has answered it or dealt with it. A solved Ticket closes automatically after 7 days unless the Customer replies, in which case it is reopened.

13.7 The Customer should not put passwords, keys or other secrets into a Ticket. If a Ticket needs logs, the Customer should paste only the relevant lines, and Frabs may ask the Customer to send diagnostic information that the Sensor can attach.

13.8 Support does not include work on the Customer's own systems, other than helping the Customer to install and run the Sensor in line with the Documentation.

## 14. AVAILABILITY AND MAINTENANCE

14.1 Frabs will provide the Service with reasonable skill and care and will use reasonable efforts to keep the Panel and the Frabs API available.

14.2 Frabs will try to carry out planned maintenance outside Support Hours and will give notice of planned maintenance that is likely to affect the Service. Frabs may carry out urgent maintenance without notice if it is needed for security or to prevent damage to the Service.

14.3 The Service depends on the internet and on third-party services. Frabs is not responsible for failures that are outside its reasonable control.

14.4 Frabs does not promise that the Service will be uninterrupted or free of faults. If the Service fails for a long period because of Frabs's breach of the Agreement, the Customer's remedies are those set out in clause 21.3 and clause 20.

## 15. SUSPENSION

15.1 Frabs may suspend the Service, or part of it, immediately and without liability if:

(a) the Customer has not paid Fees that are due, as set out in clause 7.4;

(b) the Customer or an Authorised User has seriously or repeatedly broken clause 9 or clause 8;

(c) the suspension is needed to protect the security or integrity of the Service or of other customers;

(d) Frabs is required to do so by law or by a court or authority; or

(e) Frabs reasonably believes that the Account or a credential has been compromised.

15.2 Where it is reasonable and lawful to do so, Frabs will tell the Customer before suspending, or as soon as possible afterwards, and will say what the Customer must do to have the Service restored.

15.3 Frabs will restore the Service as soon as the reason for the suspension has ended. The Fees remain payable during a suspension that was caused by the Customer.

15.4 A suspension of the Service does not stop a Remediation Action that is already in place from continuing until the Customer reverses it.

## 16. INTELLECTUAL PROPERTY

16.1 Frabs and its licensors own all rights in the Service, the Sensor, the Panel, the Frabs API, the Documentation and the Frabs name and logo. Nothing in the Agreement transfers any of those rights to the Customer.

16.2 Frabs gives the Customer a non-exclusive, non-transferable right, for the Subscription Term and the Trial Period, to use the Service and to install and run the Sensor on its Nodes, for its own internal business purposes and in line with the Agreement.

16.3 The Customer owns the Customer Data. It gives Frabs the right to use the Customer Data only to provide, secure and support the Service and as set out in clause 11.

16.4 If the Customer gives Frabs feedback or suggestions about the Service, Frabs may use them without charge or restriction.

16.5 The Customer may say that it uses the Service, but must not use the Frabs name or logo in a way that suggests that Frabs endorses it, without Frabs's written permission.

## 17. CONFIDENTIALITY

17.1 Each party must keep the other's Confidential Information confidential, use it only for the Agreement and not disclose it except as set out in this clause.

17.2 A party may disclose Confidential Information to its employees, Affiliates, professional advisers and subcontractors who need to know it for the Agreement and who are bound by similar duties of confidentiality.

17.3 This clause does not apply to information that is or becomes public without a breach by the receiving party, that the receiving party already had or received lawfully from someone else, or that it develops on its own.

17.4 A party may disclose Confidential Information if the law or a court or authority requires it to, as long as it gives the other party notice first where it lawfully can.

17.5 This clause continues for 3 years after the Agreement ends, and for as long as the information remains a trade secret.

## 18. WARRANTIES

18.1 Each party confirms that it has the power and authority to enter into the Agreement.

18.2 Frabs confirms that it will provide the Service with reasonable skill and care and in line with the law that applies to it.

18.3 The Customer confirms that it has the rights, consents and permissions described in clause 8.1 and that the Customer Data does not break any law or any right of a third party.

18.4 Except as stated in the Agreement, Frabs gives no warranty or condition, express or implied, including about satisfactory quality, fitness for a particular purpose, accuracy, or that the Service will detect or stop all abuse. Those warranties and conditions are excluded as far as the law allows.

18.5 The Customer acknowledges that no security or abuse prevention service can be perfect, and that the Service is only one of the measures the Customer should use.

## 19. INDEMNIFICATION

19.1 The Customer will pay for and defend Frabs against any claim brought by a third party, including an End Customer, and will pay the damages that a court finally awards, or that the Customer agrees to in settlement, to the extent the claim arises from:

(a) the Customer's use of the Service in breach of clause 8 or clause 9;

(b) a Remediation Action taken on the Customer's Approval or under the Customer's automation rule, except where the claim is caused by Frabs's breach of the Agreement; or

(c) the Customer Data, or the Customer's monitoring of traffic, breaking a law or a right of a third party.

19.2 Frabs will pay for and defend the Customer against any claim that the Customer's use of the Service in line with the Agreement infringes a third party's intellectual property rights, and will pay the damages that a court finally awards, or that Frabs agrees to in settlement. Frabs has no duty under this clause to the extent that the claim arises from the Customer Data, from a change made by the Customer, or from use of the Service with something that Frabs did not provide.

19.3 If a claim of this kind is made, Frabs may change the Service so that it no longer infringes, get the right for the Customer to continue to use it, or end the Agreement for the affected part.

19.4 A party that seeks protection under this clause must tell the other promptly of the claim, let it take over the defence and settlement, and give reasonable help at the other's cost. A late notice relieves the other party only to the extent that it has been harmed by the delay. Clause 19.2 and clause 19.3 are Frabs's only liability for infringement of intellectual property rights.

## 20. LIMITATION OF LIABILITY

20.1 Nothing in the Agreement limits or excludes a party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.

20.2 Subject to clause 20.1, neither party is liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:

(a) loss of profit, revenue, business, contracts, goodwill or anticipated savings;

(b) loss or corruption of data, except as set out in clause 20.4; or

(c) any indirect or consequential loss,

whether or not the loss could have been foreseen.

20.3 Subject to clause 20.1, each party's total liability to the other under or in connection with the Agreement in any period of 12 months, counted from the start of the Subscription Term and each anniversary of it, is limited to the Fees that the Customer paid and that are payable for that period.

20.4 Subject to clause 20.1, Frabs's liability for the loss or corruption of Customer Data is limited to the cost of restoring it from the latest backup, and this counts toward the limit in clause 20.3.

20.5 During the Trial, Frabs's total liability to the Customer is limited to USD 100.

20.6 The limits in this clause do not apply to the Customer's duty to pay the Fees, or to the Customer's liability under clause 19.1 or for a breach of clause 9.

20.7 The Customer must bring any claim against Frabs within 12 months after it became aware, or should reasonably have become aware, of the event that led to it.

20.8 The parties agree that the limits and exclusions in this clause are reasonable, taking into account the Fees and the risks of each party.

## 21. TERM AND TERMINATION

21.1 The Agreement starts as set out in clause 2.4. The Subscription Term begins when the Customer's first paid billing month starts, including when the Trial continues into a paid subscription under clause 5.6. It renews automatically each month until it is ended under this clause.

21.2 The Customer may cancel its subscription at any time in the Panel, including during the Trial Period. A cancellation during the Trial Period takes effect as set out in clause 5.7. Any other cancellation takes effect at the end of the current billing month, and the Service continues until then. Fees that have been paid are not refunded, as set out in clause 7.7.

21.3 Either party may end the Agreement immediately by written notice if the other:

(a) commits a material breach that cannot be put right, or that it does not put right within 14 days after notice asking it to do so;

(b) becomes insolvent, enters administration, liquidation or a similar process, or stops carrying on business; or

(c) is no longer able to carry out its duties because of an event described in clause 24.4 that lasts for more than 60 days.

21.4 Frabs may also end the Agreement for any reason by giving the Customer at least 60 days' written notice. In that case Frabs will refund any Fees paid for the period after the end of the Agreement.

21.5 When the Agreement ends:

(a) the Customer's right to use the Service ends, and the Customer must remove the Sensor from its Nodes;

(b) the Customer must pay all Fees that have fallen due; and

(c) any Remediation Action that is still in place stays in place until the Customer reverses it.

21.6 The Customer may export its Incident records and audit log from the Panel at any time until the Agreement ends, and for 30 days after it. Frabs will help with that if the Customer raises a Ticket within those 30 days.

21.7 Frabs will delete the Customer Data within 30 days after the end of that export period, unless the law requires Frabs to keep some of it. Backup copies are deleted in line with Frabs's normal backup cycle. Frabs will confirm the deletion if the Customer asks.

21.8 Clauses that by their nature should continue after the Agreement ends, including clauses 7, 11, 16, 17, 19, 20, 21 and 24, continue to apply.

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## 22. CHANGES

22.1 Frabs may change these Terms from time to time. It will give the Customer at least 30 days' notice of any change, by email to the Account owner and in the Panel, unless the change is needed sooner to comply with the law.

22.2 If a change is materially unfavourable to the Customer, the Customer may cancel under clause 21.2 before the change takes effect. If it does not, it accepts the change.

22.3 Frabs may change or withdraw features of the Service. If Frabs removes a feature that is a core part of the Plan that the Customer has paid for, and does not replace it with something that does the same job, the Customer may cancel under clause 21.2.

22.4 A change to the Fees is dealt with under clause 6.6.

## 23. NOTICES AND COMMUNICATIONS

23.1 Frabs will send notices to the Customer by email to the Account owner and to the billing contact set in the Panel, and may also show them in the Panel. The Customer is responsible for keeping those contact details up to date.

23.2 The Customer may send notices to Frabs by raising a Ticket in the Panel or by email to info@frabs.net. Reports of abuse coming from Frabs's own systems should also be sent to info@frabs.net.

23.3 A notice sent by email is treated as received at the time it is sent, unless the sender receives a message that it was not delivered.

23.4 Frabs sends system emails from addresses such as no-reply@frabs.net and alerts@frabs.net. These addresses are not monitored, and the Customer should use a Ticket to contact support.

23.5 Frabs will never ask for a password, a passkey or a sign-in code by email. The Customer should sign in only at panel.frabs.net.

## 24. GENERAL

24.1 **Entire agreement.** The Agreement is the entire agreement between the parties about the Service and replaces all earlier discussions and documents about it. Each party confirms that it has not relied on any statement that is not in the Agreement. This does not limit liability for fraud.

24.2 **Assignment.** The Customer may not transfer or assign the Agreement without Frabs's written consent, which Frabs will not unreasonably withhold. Frabs may transfer the Agreement to a company that takes over its business, or to an Affiliate, by notice to the Customer.

24.3 **Subcontracting.** Frabs may use subcontractors, as set out in clause 3.4.

24.4 **Events outside a party's control.** A party is not in breach of the Agreement, and is not liable, for a delay or failure that is caused by an event outside its reasonable control, such as a failure of the public internet or of a power supply, natural disaster, war, terrorism, strike, cyber attack that could not have been prevented by reasonable security measures, or an order of a government. This does not excuse a failure to pay.

24.5 **Variation and waiver.** A change to the Agreement is valid only if it is in writing and agreed by both parties, or made under clause 22. A failure or delay in using a right is not a waiver of it.

24.6 **Severability.** If part of the Agreement is found to be invalid or unenforceable, the rest continues to apply, and the parties will replace the invalid part with a valid one that is as close as possible to its purpose.

24.7 **No partnership.** The parties are independent. Nothing in the Agreement makes them partners or agents of each other.

24.8 **Third parties.** Only the parties have rights under the Agreement. No one else, including an End Customer, may enforce it under the Contracts (Rights of Third Parties) Act 1999.

24.9 **Counterparts and electronic signing.** The Agreement may be accepted electronically, including by clicking to accept in the Panel, and that has the same effect as a signature.

24.10 **Governing law and courts.** The Agreement, and any dispute or claim that arises from it or its subject, including a non-contractual dispute or claim, is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction over any such dispute or claim.

SCHEDULE A

# PLANS AND FEES

A.1 The Plans below apply from the date of these Terms. Each Plan is a monthly subscription that renews automatically until it is cancelled. Fees are per month, in US dollars, and do not include VAT. Payments are made through Stripe, and Fees are not refundable, as set out in clause 7.

| Plan | Nodes included | Monthly fee |
|---|---|---|
| Single | 1 Node | $19 |
| Starter | Up to 5 Nodes | $59 |
| Growth | Up to 20 Nodes | $149 |
| Business | Up to 50 Nodes | $299 |
| Enterprise | More than 50 Nodes | By agreement |

A.2 A Node is one server on which the Sensor is installed, as defined in clause 1.1. A Plan covers the number of Nodes shown and the Customer pays the monthly fee for the Plan, not for each Node separately.

A.3 The free Trial is available on the Single Plan only, for one server, once for each server. It continues into a paid subscription unless the Customer cancels before the Trial Period ends, as set out in clause 5.

A.4 The Fees for the Enterprise Plan, and any special terms for it, are set out in the Order.

SCHEDULE B

# SUPPORT

B.1 Support is given through Tickets in the Panel, as set out in clause 13. Support Hours are 09:00 to 18:00 UK time, Monday to Friday, excluding public holidays in England.

B.2 The targets below are for the first reply to a Ticket, counted in Business Hours within Support Hours. They are targets and are not guaranteed.

| Plan | First reply target |
|---|---|
| Single | 48 Business Hours |
| Starter | 24 Business Hours |
| Growth | 8 Business Hours |
| Business | 4 Business Hours |
| Enterprise | As set out in the Order |

B.3 Ticket priorities are Low, Normal, High and Urgent. Frabs sets the priority. A High or Urgent Ticket is looked at before a Normal or Low one, and the same first reply targets apply to the Plan.

B.4 The Ticket statuses are Open, Waiting on Frabs, Waiting on customer, Solved and Closed. A Ticket that is Solved closes automatically after 7 days, as set out in clause 13.6.

SCHEDULE C

# DATA PROCESSING DETAILS

C.1 This Schedule sets out the details of the processing that Frabs carries out as processor for the Customer, as required by Data Protection Law.

| Item | Details |
|---|---|
| Subject matter | Provision of the Service to the Customer |
| Duration | The Subscription Term and the Trial Period, plus the periods in clause 21.6 and clause 21.7 |
| Nature of the processing | Collection, storage, analysis, attribution, display and deletion of Detection Data and related Customer Data |
| Purpose | To detect, attribute, investigate and help to remediate outbound abuse from the Customer's network and resource abuse on the Customer's Nodes, and to keep a record of it |
| Types of Personal Data | Network addresses (such as IP addresses of virtual servers and of their destinations), ports, protocols, timings and traffic volumes, the CPU, disk and memory use of virtual servers, identifiers for virtual servers and End Customers that the Customer provides, and the contact details of Authorised Users |
| Categories of data subjects | End Customers and their users, people who communicate with End Customers' servers, and the Customer's Authorised Users |
| Special category data | Not intended. The Customer must not send it to the Service |

C.2 **Sub-processors.** The Customer agrees that Frabs may use the following sub-processor of Customer Data:

| Sub-processor | Purpose | Location |
|---|---|---|
| Leaseweb Netherlands B.V. | Hosting of the servers on which the Service runs | Amsterdam, the Netherlands |

C.3 Frabs will update this list in line with clause 11.4. Other service providers that do not receive Customer Data, such as Stripe for payments, are listed on the Frabs Sub-processors page.

C.4 **Security measures.** The measures that Frabs applies are those in clause 12.

End of Frabs Terms and Conditions · FRABS_TC_V.3 OCTOBER 2026