
TERMS OF USE FOR “Dedicated Servers” Service

This document is a translation from the Polish original. In the event of any discrepancy, the Polish language version shall prevail.

§ 1 Definitions

1. **Renderownia Świerk** - a web service of the Service Provider maintained within the framework of the Świerk Computing Centre, via which the Service is provided in accordance with the principles specified in these Terms of Use.
2. **Renderownia Świerk Web Page** - a web page available at the address: www.renderownia.pl.
3. **Contract** – a contract for provision of the Service referring to these Terms of Use which constitutes a contract for electronically supplied services within the meaning of article 2 (4) of the Act of 18 July 2002 on electronically supplied services, concluded between the Service Provider and the Customer.
4. **Service Provider** - the National Centre for Nuclear Research with its registered office in Otwock (05-400) at ul. Andrzeja Sołtana 7, entered into the register of entrepreneurs of the National Court Register under KRS No. 0000171393, National Official Register of Business Entities (REGON) No. 001024043, Taxpayer Identification Number (NIP) 532-010-01-25.
5. **Customer and Service Provider** - the parties concluding the Contract.
6. **Service** - an IT service performed by the Service Provider via the Renderownia Świerk web service; it involves development of animations and advanced graphics on the basis of Input Data (rendering) and associated services (including for example installation of rendering Software, Data storage and providing Output Data).
7. **User** - a natural person who, while representing the Customer, obtains access to the computer system of Renderownia Świerk and to the installed rendering Software.
8. **Dedicated Servers** or **Servers** - a pool of Renderownia Świerk computing resources agreed between the Parties to be used for performance of the Service in a given Session.
9. **Session** - a period of the Service when the Customer’s job can be performed by the Servers.
10. **Rendering Software** - a software tool provided by the Customer and used to perform the Service.
11. **Input Data** - the input data provided by the Customer electronically in the form of a file or files for the Service to be performed.
12. **Output Data** - the data which constitutes the final result of the Service.
13. **Data** - Input Data or Output Data.
14. **Price List** - the price list for the Service available at the Renderownia Świerk Web Page.

§ 2

Subject of the Contract

1. In accordance with the principles and in exchange for the remuneration specified in the Terms of Use, the Service Provider undertakes to perform the Service for the benefit of the Customer.
2. The Service shall involve computing (rendering) within time-limited Sessions performed on the type and number of Servers as agreed each time, allowing the Customer to collect the Output Data. The computing shall be performed on the basis of Input Data provided by the Customer and with the use of the rendering Software.
3. In order to perform the Service, each User shall, for the time of the Session, acquire an access password and a VPN certificate allowing their identification in the computer system of Renderownia Świerk.
4. Within one Session the User may define an unlimited number of jobs, specifying for each of them the Input Data and parameters of the rendering Software.
5. To indicate a User, the Customer shall be required to submit to the Service Provider a written statement made in accordance with the form attached as **Appendix 1** to the Terms of Use. The Customer may indicate more than one User.

§ 3

Obligations of the Parties

1. Concluding the Contract, the Service Provider undertakes to:
 - a) install and run the rendering Software,
 - b) provide the User with an access password and a VPN certificate allowing their identification in the computer system of Renderownia Świerk,
 - c) perform the Service with the use of Dedicated Servers, with application of the current state of knowledge and technical abilities, and with due diligence arising from the professional character of their business,
 - d) provide the User technical support and assistance as regards the use of Renderownia Świerk systems and - as far as possible - examine the operations of the rendering Software,
 - e) extend, as appropriate, the time of Session agreed with the Customer in the case of a breakdown, technical problem or other causes disrupting access to the Service attributable to the Service Provider,
 - f) allow the User to collect the Output Data,
 - g) after the Session is finished, unless the Parties have agreed otherwise, remove the Data from the computer system of Renderownia Świerk,

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- h) ensure Data confidentiality during performance of the Service and after its completion.
2. Concluding the Contract, the Customer undertakes to:
- provide the rendering Software necessary for performance of the Service, and also possess, for the time of each Session, appropriate licences allowing the use of the software for commercial purposes,
 - cooperate with the Service Provider in the scope which allows the Service Provider to perform the Service correctly and in full, in particular to provide any explanations and information to the Service Provider and to maintain constant communication with the Service Provider,
 - pay for the benefit of the Service Provider a remuneration in exchange for the performed Services, on time and in accordance with the principles specified in § 4 of the Terms of Use,
 - collect the Output Data and remove the already redundant Data from the computer system.

§ 4

Organization of the Session and remuneration

- The Parties shall agree on the time, technical conditions and duration of each Session in a case by case basis, in accordance with the Customer's needs and the Service Provider's technical capabilities.
- Communication as regards organization of the Session shall be maintained electronically, in accordance with the principles specified in the Contract, with the use of the order form for the Session of "Dedicated Servers" attached as **Appendix 2** to the Terms of Use. The minimum duration of each Session is 7 calendar days.
- Five working days before the agreed beginning of the Session, the Customer shall be obliged to deliver to the Service Provider the licences and carriers with rendering Software in order to install and test it.
- Two working days before the agreed beginning of the Session, but provided that by that time the remuneration is paid, as specified in section 11, the Customer shall gain access to the computer system of Renderownia Świerk together with the possibility to upload the Input Data.
- If the Session is not performed due to failure to effect the payment of the remuneration in advance, as specified in section 11, the initial remuneration referred to in section 12 shall remain payable.
- After the Session is finished, but not longer than for 5 calendar days, the Customer shall have access to the computer system of Renderownia Świerk in the scope allowing the download of the Output Data.

7. The Session shall begin on the agreed date not later than at 10:00 a.m. and shall finish not earlier than at 12:00 a.m. of the last day of the agreed period. The Service Provider shall determine the exact time of the beginning and the end of the Session.
8. If it is necessary to extend the time of the Session, the Customer may place a new order following the procedure described in section 2. If such an order is placed not later than 2 working days before the end of the ongoing Session, the Session shall be continued in accordance with the current conditions, with the only difference being that the initial remuneration referred to in section 12 shall not be charged.
9. The remuneration conditions shall be determined on the basis of the Price List separately for each Session, considering the number and type of Servers, duration of the Session, and also the level of technical difficulty associated with the installation, testing and launching of the rendering Software.
10. The Parties shall agree on the remuneration conditions for each planned Session, by way of communication referred to in section 1 and 2 hereinabove.
11. The remuneration due to the Service Provider for performance of the Service as part of one Session (hereinafter referred to as the **Remuneration**) shall be calculated as the number of Servers expressed as the days of the Session multiplied by the agreed price depending on the type of the Servers (CPU/GPU model). The Service Provider, responding to the Customer's order, shall take into consideration the rates specified in the Price List where discounts may be applied, in particular the discounts granted as part of the NCBJ Sponsorship Program of Polish Film Art.
12. To the Remuneration calculated as specified in section 11 hereinabove, a fixed amount of initial remuneration shall be added, the sum of which shall depend on the level of technical difficulty associated with the preparation and launching of the Session and the number of Servers.
13. If the Customer accepts the conditions for the planned Session, including the amount of Remuneration, the Service Provider shall issue a pro forma invoice and send it electronically to the Customer's email address specified in the Contract.
14. The amount due as Remuneration shall be payable in the amount adjusted to include the value added tax (VAT) at the currently applicable rate, by transfer to the bank account of the Service Provider maintained at mBank, account number: 22 1140 1977 0000 5821 8300 1080, in advance, before commencement of the Session. The date of payment shall be deemed by the Parties the date of crediting the funds at the Service Provider's bank account.

15. Upon receipt of the payment the Service Provider shall issue a VAT invoice and shall send it electronically to the Customer's email address indicated in the Agreement. Upon the Customer's request, the Service Provider may issue a collective invoice including several Sessions.

§ 5

Principles and good practice

The Customer undertakes, on his own behalf and on behalf of all the Users he indicates, to observe the following principles:

- a) The User shall gain access to the computer system of Renderownia Świerk solely for the purposes associated with the Service to be performed.
- b) The User shall be responsible for the way he uses his account and for the content of the Data.
- c) The User shall be obliged to protect confidentiality of the access data to the computer system of Renderownia Świerk. In particular, the User shall not disclose such data to third parties. The User shall be obliged to notify Renderownia Świerk immediately about any loss or suspected disclosure of such data.
- d) It is strictly forbidden to perform any actions against the security and stability of the computer system of Renderownia Świerk. In particular, forbidden actions include:
 - (a) port scanning,
 - (b) spoofing,
 - (c) sniffing, grabbing,
 - (d) storing and/or using exploits,
 - (e) unauthorized escalation of access rights,
 - (f) setting up servers, bots and accessing services other than those provided by Renderownia Świerk,
 - (g) creating tunnels, proxy services, etc.,
 - (h) vandalism in the general meaning of the term.

§ 6

Intellectual property rights

1. Concluding the Contract, the Customer warrants and represents that they are authorized to use the Input Data and they do not infringe any third party rights in this way, including the rights resulting from agreements concluded by the Customer with third parties.

2. If any claims are made against the Service Provider for infringement of third party rights, and in particular intellectual property rights of third parties, in connection with conclusion and performance of the Contract, the Customer undertakes to defend the Service Provider and hold them harmless in connection with such an infringement, and to cover all the costs incurred by the Service Provider as a result of such an infringement.
3. The Service Provider shall acquire no rights to the Data.
4. Any elements of Renderownia Świerk, including its name, logotype, content of the Renderownia Świerk Web Page, software and databases are the property of the Service Provider and are fully protected by law.

§ 7 Liability

1. If the Service Provider finds that the way the Customer or User uses the access password or VPN certificate allowing identification in the computer system of Renderownia Świerk is inconsistent with the principles specified in § 5, they shall set a reasonable deadline for the Customer to discontinue or remedy the questionable activities.
2. Upon effective lapse of the deadline referred to in section 1 hereinabove, the Service Provider may terminate the Contract with immediate effect.
3. If the actions or omissions of the Customer or User are particularly dangerous for security of Renderownia Świerk, the Service Provider may immediately and without prior notice deprive the User of the access password and the VPN certificate allowing identification in the computer system of Renderownia Świerk and to terminate the Contract with immediate effect.
4. The Customer shall bear full liability on the basis of risk for any damage resulting from their actions or omissions, including those which occurred as a result of the User's failure to observe the principles specified in § 5. In particular, the Service Provider shall be entitled to claim from the Customer a reimbursement for any damages paid by the Service Provider to third parties, if the damage suffered by them arise out of or in connection with actions or omissions on the part of the Customer or User.
5. The Customer shall bear full liability on the basis of risk for any damage caused by third parties who used the access password or VPN certificate allowing identification in the computer system of Renderownia Świerk, granted to the User.

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6. The Service Provider shall not be liable for the efficiency of the Customer's internet connection and of other inter-operator connections.
 7. The Service Provider shall not be liable for any disrupted operations of Renderownia Świerk resulting from any unauthorized interference on the part of Users, Customers or third parties, or from other causes not attributable to the Service Provider.
 8. The Service Provider shall not be liable for the content of the Input Data.
 9. The Service Provider shall not be liable for the content of the Output Data, including their accuracy, applicability and fitness for the Customer's purposes.
 10. The Service Provider shall not be liable for the consequences if the login and password to the User Account are made available to third parties.
 11. The Service Provider shall not be liable for any damage resulting from actions or omissions on the part of the User or Customer in breach with the concluded Contract or the Terms of Use and generally applicable provisions of law.

The following appendices shall form an integral part of the Terms of Use:

- a) Appendix 1 – form of declaration: “Indicated User”,
- b) Appendix 2 – order form for the Session of “Dedicated Servers”.

The Terms of Use entered into force on 17 May 2016.

Appendix 1 – Form of declaration: “Indicated User”

....., date

INDICATED USER

..... - **the Customer** as per the Agreement for the “**Dedicated Servers**” service concluded with the National Centre for Nuclear Research within the framework of the **Renderownia Świerk**, hereby indicates:

Ms / Mr (first name and last name):

ID card number or passport number:

Address of residence:

Email address:

Mobile phone number:

as the **User** - the person authorized by the Customer to act on their behalf in the scope specified in the Terms of Use, declaring that the provided data is correct and any correspondence sent to the aforementioned email address or an SMS message sent to the aforementioned mobile phone number shall be deemed effectively delivered to the Customer (in particular this refers to provision of access data to the computer system of Renderownia Świerk).

.....
Customer (First name, last name and signature of the Customer’s representative)

I hereby declare that I am familiar with the conditions of use of the “Dedicated Servers” service provided by Renderownia Świerk, and in particular I undertake to observe the principles and good practices specified in § 5 of the Terms of Use.

.....
User (Name, second name and signature)

Note: fill out the document and sent its scan by electronic mail to the email address specified in the Contract, and deliver the original to the address of NCBJ

Appendix 2 – Order form for the Session of “Dedicated Servers”.

Order of the session: “DEDICATED SERVERS”

The Customer’s requisition

The Customer:

In accordance with the Terms of Use for the “Dedicated Servers” service of Renderownia Świerk and under the Contract concluded with the National Centre for Nuclear Research, I hereby submit the requisition for:

Number of servers:

Type of servers: E5-2680 v2 (20 cores/2.8 GHz) E5-2680 v3 (24 cores/2.5 GHz).
(delete as appropriate)

Additional requirements:
(e.g. using GPU or inclusion in the NCBJ Sponsorship Program of Polish Film Art)

Duration of the Session: Commencement date:
(in days - at least 7 calendar days) (preferred)

If the requisition is accepted, I undertake to deliver the licences and carriers with the rendering Software: 5 working days before the agreed commencement date of the Session.

.....
(Date, first name and last name of the Customer’s representative)

Note: please fill in and send by electronic mail to the email address specified in the Contract

The Service Provider's response

(offer limited to the current technical capabilities and the price offer)

Commencement date of the Session: and its duration: calendar days.

Number and type of the servers: servers of the type:

Additional circumstances:

Initial remuneration (§ 4 section 12 of the Terms of Use): PLN..... .

The offered 24h rate for 1 server: PLN (granted discount:%).

Net remuneration: PLN (in words: Polish zlotys).
(the number of days multiplied by the number of servers and the 24h rate plus the initial remuneration)

.....
(Date and signature)

.....
(The Service Provider's representative)

The Customer's acceptance

I hereby declare that I accept the offered conditions for the "Dedicated Servers" Session as part of the service of Renderownia Świerk, and I also ask for a pro forma invoice with the agreed amount to be issued and sent. I also acknowledge that the Session will commence provided that the payment is made to the NCBJ bank account number specified in the Terms of Use.

.....
(Date and signature)

.....
(First name and last name of the Customer's representative)

Note: upon acceptance please send the scan of the document by electronic mail to the email address specified in the Contract.