



onCloud Terms of Service



I. About these T&Cs

1. You acknowledge and agree that your use of our Services is subject to your adherence to certain legal documents, such as the XTRF General Terms and Conditions, the Purchase Order, the Processing Terms (<https://legal.xtrf.eu/2017/products/DataProcessingTerms.pdf>), certain service descriptions, pricing information and user guides available on our website, as amended and/or updated from time to time ("Documentation"), and incorporated herein by reference.
2. These "onCloud" terms ("Terms") govern the provision of Services delivered to our Customers in the Software as a Service model and along with the Documentation referred to above, constitute the Agreement between you ("Customer") and us ("XTRF").

II. Subscription to "onCloud" Service

1. The onCloud Services can be purchased by subscriptions only.
2. Services are subject to usage limits as set forth in the Documentation and these Terms, including, for example, the quantities specified in the Purchase Order.
3. If you exceed a contractual usage limit, we may work with you to seek to reduce your usage so that it conforms to that limit. If, notwithstanding our efforts, you are unable or unwilling to abide by the contractual usage limit, we may require that you order additional quantities of the applicable Services and/or settle any invoice for excess usage.
4. The account allowing you to use our Services will be activated once we get a confirmation of full payment for the Services as stated in the Purchase Order.
5. We will provide you with the details for access including the account name, and the initial password which will be sent to the user's e-mail address provided in the Purchase Order. The initial password must be changed immediately after receiving.

III. Service Terms

1. **Access to XTRF onCloud Service.** Subject to the terms and conditions of this Agreement, XTRF grants you a non-exclusive right to access and use the XTRF onCloud Services during the applicable Subscription Term (as defined below) in accordance with this Agreement, your applicable Scope of Use and the Documentation. You acknowledge that our XTRF onCloud Service are on-line, subscription-based products and that we may make changes to the service from time to time.
2. **Subscription Terms and Renewals.** XTRF onCloud Service is provided on a subscription basis for a set term specified in your Purchase Order ("Subscription Term"). Except as otherwise specified in your Order, all subscriptions will automatically renew for periods



equal to your initial Subscription Term (and you will be charged at the then-current rates) unless you cancel your subscription. If you cancel, your subscription will terminate at the end of then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.

3. **Credentials.** You must ensure that all Authorized Users keep their user IDs and passwords for the XTRF onCloud Service strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. You are responsible for any and all actions taken using your accounts and passwords, and you agree to immediately notify XTRF of any unauthorized use of which you become aware.
4. **Your Data.** "Your Data" means any data, content, code, video, images or other materials of any type that you upload, submit or otherwise transmit to or through XTRF onCloud Service. You will retain all right, title and interest in and to Your Data in the form provided to XTRF. Subject to the terms of this Agreement, you hereby grant to XTRF a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the applicable XTRF onCloud Service to you and (b) for XTRF onCloud Service that enable you to share Your Data or interact with other people, to distribute and publicly perform and display Your Data as you (or your Authorized Users) direct or enable through the XTRF onCloud Service. XTRF may also access your account or instance in order to respond to your support requests.
5. **Security.** Xtrf implements security procedures to help protect Your Data from security attacks. However, you understand that use of the XTRF onCloud Service necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by us, and we are not responsible for any of Your Data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of Your Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers.
6. **Storage Limits.** There are storage limits associated with XTRF onCloud Service. These limits are described in the services descriptions on our websites or in the Documentation. XTRF reserves the right to charge for additional storage or overage fees at the rates specified. We may impose new, or may modify existing, storage limits for the XTRF onCloud Service at any time in our discretion, with or without notice to you.
7. **Responsibility for Your Data.**
 - 7.1 **General.** You must ensure that your use of XTRF onCloud Service and all Your Data is at all times compliant with all applicable local, state, federal and international laws and regulations ("Laws"). You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all Your Data to XTRF and to grant the rights granted to XTRF in this Agreement and (ii) Your Data and its transfer to and use by XTRF as authorized by you under this Agreement do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any



third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under Section II 5 (Security), XTRF assumes no responsibility or liability for Your Data, and you shall be solely responsible for Your Data and the consequences of using, disclosing, storing, or transmitting it.

- 7.2 **Sensitive Data.** You will not submit to the XTRF onCloud Service (or use the XTRF onCloud Service to collect): (i) any personally identifiable information, except as necessary for the establishment of your XTRF account; (ii) any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations; or (iii) any other information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations) ((i) through (iii), collectively, "Sensitive Data"). You also acknowledge that XTRF is not acting as your Business Associate or subcontractor (as such terms are defined and used in HIPAA) and that the XTRF onCloud Service are not HIPAA compliant. "HIPAA" means the Health Insurance Portability and Accountability Act, as amended and supplemented. Notwithstanding any other provision to the contrary, XTRF has no liability under this Agreement for Sensitive Data.
- 7.3 **Indemnity for Your Data.** You will defend, indemnify and hold harmless XTRF from and against any loss, cost, liability or damage, including attorneys' fees, for which XTRF becomes liable arising from or relating to any claim relating to Your Data, including but not limited to any claim brought by a third party alleging that Your Data, or your use of the XTRF onCloud Service in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law. This indemnification obligation is subject to your receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of XTRF at your expense.
8. **Removals and Suspension.** XTRF has no obligation to monitor any content uploaded to the XTRF onCloud Service. Nonetheless, if we deem such action necessary based on your violation of this Agreement or in response to takedown requests that we receive following our guidelines for Reporting Copyright and Trademark Violations or if we shall be obligated thereto on the basis of provisions governing the protection of personal data, we may (1) remove Your Data from the XTRF onCloud Service or (2) suspend your access to the XTRF onCloud Service. We will generally alert you when we take such action and give you a reasonable opportunity to cure your breach, but if we determine that your actions endanger the operation of the XTRF onCloud Service or other users, we may suspend your access immediately without notice. You will continue to be charged for the XTRF onCloud Service during any suspension period. We have no liability to you for removing or deleting Your Data from or suspending your access to any XTRF onCloud Service as described in this section.

III. Technical requirements



1. In order to use the Services, each user accessing Licensed System must meet the conditions specified in the End User Requirements
<https://knowledgebase.xtrf.eu/display/XTRFHelp/End+User+Requirements>

2. In order to use XTRF e-mail sending functionality the Customer is required to provide a valid **SMTP account**. This account will be used to send bulk emails on behalf of the customer.
 - a. It is the customer responsibility to ensure the **SMTP account** meet accepts that type of mailing. Most accounts considered as "personal email account" (e.g. email.com) does not qualify due to the limit on number of emails sent daily.
 - b. The SMTP server should be reachable using **SSL** encrypted connections with a **trusted certificate**.

IV. Limitations on use

1. The Customer shall use the Licensed System only for its own internal use. Access to the Licensed System is allowed to the Customer's customers (Clients) through the Customer Portal and vendors through Vendor Portal.

V. SLA

1. In general, we will perform our Services materially as described in the Documentation when used in accordance with our instructions. To the extent within our reasonable control, we will not materially decrease the functionality of our Services during a subscription term. We consider that the Service runs properly if meets criteria described in Critical Bussines Operation (<https://legal.xtrf.eu/2017/SLA/CriticalBusinessOperations.pdf>)

2. We will use all commercially reasonable efforts to make the Services available to you pursuant to these Terms, provide our standard support for the Services to you at no additional charge, and provide you with online Services 24 hours a day, 7 days a week, except for any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problems, the Internet service provider's failure or delay or denial of service attack.

There are automation tools in place to provide high availability and limited fault tolerance with regards to software and hardware issues without administrator intervention.

3. We also may run maintenance windows ("Service Window"), in which the Services will not be available. We will notify you in advance about such an occurrence. The service window will last no more than 2 hours. We will aim to keep total weekly downtime for upgrades to less than 1 hour.



4. We will refund you for each full hour of a Service unavailability exceeding 4 hours in a given calendar month, except for the unavailability time for Service Windows. The refund will amount 1/720 of the monthly service fee for each full hour of the Service unavailability.
5. Our software provided as onCloud service is automatically updated to the latest minor or patch release during regular maintenance windows, as soon as the minor or patch release is considered stable. Upgrade to the latest major version is always performed on schedule agreed with the Customer. Our onCloud services can host supported XTRF releases only. Please read the Release Procedures (<https://legal.xtrf.eu/2017/SLA/ReleaseProcedures.pdf>)
6. XTRF runs database backup once a day during nighttime and keeps last seven days of backups. Project files are backed up daily with one copy for disaster recovery. Backup files are available for download upon demand by the Customer
7. Provided that the Customer has settled all outstanding bills which became due before the termination or expiry, XTRF will send the Customer's database via e-mail. XTRF shall have no obligation to keep and/or maintain a copy of the Customer's database after service termination

VI. Restricted functions in XTRF onCloud

In order to securely integrate applications in a cloud environment, some functions available in the Server versions of XTRF products are restricted in XTRF onCloud. This means:

1. No external scripts in Classic Project Workflows are allowed
2. Direct access to project files is possible via SFTP only
3. Audit entries history is limited to 1 year
4. Storage is limited for project files (sizes according to your XTRF package plan)
5. No hosting for 3rd party applications like Trados or other CAT tools is supported
6. Connections to external tools (CAT and others) possible only directly by http/https
7. XTRF instance IP address range is subject to change
8. No email service is included (you need to provide valid SMTP connection details)
9. No direct access to the database
10. No direct access to the servers
11. No possibility to install any additional software on the server
12. Some advanced technical system parameters are not available
 - a. Database pool
 - b. Operating System
 - c. Runtime
 - d. JVM memory
 - e. JVM memory pools
 - f. JVM garbage collector
 - g. JVM threads
 - h. Quartz Scheduler
13. Some system parameters cannot be changed, in particular:



- a. all parameters of embedded FTP server
- b. structure of directories (xtrf home directory, all directories naming strategies)

XTRF onCloud can be customized to better suit customer needs. Depending on the pricing plan the customer may deploy and use custom components. The components may be implemented/developed by XTRF Customization team or by the customer himself. XTRF administrators may restart or turn off or deactivate the component developed by the customer if it generate significant CPU/database load causing XTRF onCloud resources over-consumptions.