



On-Premise

Terms of Service



TABLE OF CONTENTS

I.	DEFINED TERMS (DEFINITIONS)	3
II.	PURPOSE OF THESE ON-PREMISE TERMS AND EFFECTIVENESS OF THE LICENSE	3
III.	GRANT OF LICENSE	4
IV.	LIMITATION OF USE	5
V.	BUSINESS PARTNER IS RESPONSIBLE FOR:	7



I. DEFINED TERMS (DEFINITIONS)

Apart from definitions from your General Terms as a Business Partner, the following defined terms (definitions) shall apply:

1. **Licensed System** – a Service of XTRF provided in the form of a software licensed by XTRF as an OnPremise Service.
2. **License Server** – is an XTRF internal service storing information about the properties of the Licensed System, such as e.g. Product and Pricing Model, number of activated licenses and features.
3. **Product and Pricing Model** – unique properties of the Licensed System, defined during the sales process and specified on the Purchase Order.
4. **Scope of Use** – the scope of ordered Licensed System as provided for in your Purchase Order or by virtue of your ordering of Services in any form applicable to you.
5. **Support & Upgrade Package** – an inseparable component of the license, making the Licensed System eligible for obtaining the latest version of the provided Service and/or Services, making the Service/Services eligible for receiving technical support connected with the Licensed System.

II. PURPOSE OF THESE ON-PREMISE TERMS AND EFFECTIVENESS OF THE LICENSE

1. These On-Premise Terms govern your use of the Licensed System and the associated Services.
2. Apart from present On-Premise Terms other Documents will apply to you respectively as well:
 - a. please refer in particular to your Purchase Order, and General Terms;
 - b. please take into account Data Processing Terms;
 - c. please take into account particular specific Documents which were indicated to you by XTRF as applicable to you.



3. The use of functions of the Licensed System is subject to the Product and Pricing Model chosen by you, as the Business Partner. Products differ in the availability of the following features, among others: extended customization, Customer Portal, automated Vendor selection, custom workflow actions, SDK, support, storage and extra paid add-ons such as: data migration, integration with CAT tools, document templates modifications, Quickbooks integration, Salesforce Integration, Home Portal API, Customer API, Text Message Notification. Detailed specification of the chosen Product and Pricing Model is defined in the Agreement.
4. This license becomes effective upon the full payment of the license fee in accordance with the Agreement, within the due date. The full payment means that for the given license period the license fee should be registered on XTRF's bank account.
5. Prolongation of the license for the next licensing period is subject to full and timely payment of the license fee. The License shall be automatically renewed for the same period at the end of each paid period if the Agreement was not terminated by either of the Parties by a notice sent 30 days prior to the particular paid period. The license is not effective and shall be terminated automatically, if the Customer does not pay the license fee in full.

III. GRANT OF LICENSE

1. XTRF grants you a non-exclusive and non-transferable right to use Licensed System in accordance with their ordinary purpose described in the Documents and in applicable description of Scope of Use. Within the limits provided for in the Documents and the Scope of Use, you may introduce the Licensed System into your computers, display it on the computers, use it in accordance with its ordinary purpose, and transmit it within your networks.
2. You may replicate the code of the Licensed System only to the extent this is necessary for use of the Licensed System in accordance with its ordinary purpose, for introducing the Licensed System into your computers, its display, use, transmission and storage within such limits. You are not entitled to disseminate the Licensed System, give it for use to third persons, or to replicate its code outside of the above limits.
3. XTRF grants the license only together with the Support & Upgrade Package priced and provided in accordance with the terms and conditions specified in the Purchase Order. The license without the Support & Upgrade package is not valid and cannot be used for commercial purposes.



4. If, for whatever reason, the Support & Upgrade Package was not purchased for a given period of time, its renewal requires that the licensee covers the price of the package together with the entire price for the unpaid period.
5. No ownership of Intellectual Property as defined in the General Terms shall be transferred by the very purpose of grant of license.
6. You shall not remove or alter the copyright notices, registration numbers, or other features serving to identify the Licensed System.
7. The License is automatically validated periodically with the XTRF License Server using the Internet connection. To enable the automatic validation of the license you shall enable the Internet connection of its XTRF server. If the license is not recognized by the XTRF License Server, or it is not properly validated, further usage of the Licensed System shall be considered as a breach hereof. XTRF accepts no liability for any losses resulting from using an unvalidated Licensed System.
8. The Licensed System may not be transferred either for value, or free of charge. The rights under the license are vested only and solely in you as the Business Partner, and you shall not transfer the rights under the license to any other entity in exchange for any remuneration or fee or free of charge. Except the situation, when you may transfer such rights in the event of the sale of substantially all of your assets.
9. With respect to information, in particular feature ideas, technical information, the Licensed System usage, possible improvement, new functions and amendments, XTRF may use information provided by the Business Partner, especially as a part of the Support & Upgrade Package Services, for its business purposes, including for product support and development.

IV. LIMITATION OF USE

1. You shall use the Licensed System only for your own internal use. Access to the Licensed System is allowed to your Business Partner's Customer through the Customer Portal and to the Vendors through Vendor Portal. Any limitations of use resulting from the Intellectual Property provisions or Confidentiality provisions of the General Terms apply.
2. The Business Partner shall not copy or duplicate or replicate the Licensed System or any part thereof except for the purposes of the necessary system backup, maintenance, or recovery or as otherwise allowed above or allowed under applicable laws mandatory provisions.



3. You agree that, without the express written approval of XTRF, you shall not engage in any of the following activities:
 - 3.1. provide all or any part of the Licensed System to any party other than authorized Users;
 - 3.2. disclose or permit the disclosure of the Licensed System to any third party, except for the disclosure of the Licensed System to the authorized Users;
 - 3.3. make, have made, or license any third party to make any copy of the Licensed System;
 - 3.4. public dissemination of the Licensed System.
4. You are not allowed to introduce any changes, make any adaptation, rearrangements of any kind in the Licensed System on your own or to repair any errors in the Licensed System on your own. Any backup copies of any part of the Licensed System, if made, cannot be used parallel to the Licensed System. The database and storage structure are considered a part of the Licensed System as well
5. You are not allowed to translate any part of the Licensed System outside the extent allowed under applicable laws mandatory provisions.



6. The use of the Licensed System in an environment that does not meet the minimum requirements and in ways not envisaged by XTRF (i.e. not described in the Documents) is not recommended by XTRF and cannot be the basis for any warranty claims by the Business Partner.

V. BUSINESS PARTNER IS RESPONSIBLE FOR:

General system maintenance

XTRF application maintenance

1. General system log analysis
2. Performance monitoring and analysis (e.g. system response time)
3. System stability analysis (e.g. internal JVM parameters configuration)

XTRF database maintenance

1. XTRF database (PostgreSQL) monitoring and management
2. XTRF database (PostgreSQL) regular backups

Operating system and hardware maintenance

1. Hardware and operating system configuration monitoring and management
2. Security monitoring, management and audits



Network and connectivity maintenance

1. Network hardware and system configuration monitoring and management (VPN, firewalls, proxy servers)
2. Network security monitoring, management and audits

3rd party application maintenance

1. All 3rd party application integrated with XTRF e.g. SDL Trados, memoQ, financial systems
2. All services required by XTRF to run e.g. mail service, DNS, proxy server, file server

XTRF system updates

Regular updates

1. Preproduction installation upgrade
2. Full Preproduction installation tests (full set of tests executed)
3. Recommendation of changes for production environment
4. Production installation upgrade
5. Performance of critical test on production environment

Fast updates (only for critical bug fixes)

1. Production installation upgrade
2. Performance of critical test on production environment



Hardware and 3rd party licenses

1. SSL certificate(s) initial, renewal and installation
2. Any third party software licenses integrated with XTRF e.g. CAT Tools (SDL Trados, memoQ), financial systems etc. (including API and integration modules).
3. Required operation system and hardware upgrades as a result of increased system load, stored data and higher XTRF requirements in future versions of the system.

XTRF System configuration and extensions

1. Regular XTRF system management (e.g. users management, access rights management etc.)
2. Basic XTRF system configuration modifications (system values, localization etc.)
3. Advanced XTRF system configuration validation and monitoring (virtual columns, XTRF macros, document templates, naming, numbering, directory schemas, workflows schemas)
4. System scalability, including hardware, software and IT specialist costs required.