



# TMS Service

## Terms and Conditions



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# I. DEFINED TERMS (DEFINITIONS)

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

- 1. **Critical Business Operation** – is a Document of XTRF which contains a list of interactions with the system, which – if working – result in defining Service as working.
- 2. **Release Procedures** – a Document describing release of upgrades and patches for the TMS Service.
- 3. **SMTP account** – the account used to send bulk emails on behalf of the Business Partner.
- 4. **Service Window** – the timeframe in which the TMS Service will not be available due to technical reasons (a maintenance window).
- 5. **TMS Service Terms** – these terms and conditions which regulate terms of TMS Service use by the Business Partner as an OnCloud Service.
- 6. **Valid License** – a license for which subscription is fully paid, or for which support and maintenance fee is fully paid, as per the Purchase Order or per otherwise placed order.

# II. PURPOSE OF THESE TMS SERVICE TERMS

- 1. The present TMS Service Terms govern use of TMS Services as an OnCloud Service. Apart from present TMS Service Terms other Documents will apply to you respectively as well:
  - a. as a Business Partner of XTRF please refer in particular to your Purchase Order, and General Terms;
  - b. please take into account Data Processing Terms;
  - c. please take into account OnCloud Terms which contain some shared provisions for all OnCloud Services;
  - d. please take into account particular specific Documents which were indicated to you by XTRF as applicable to your TMS Service.



### III. TECHNICAL REQUIREMENTS

1. In order to use the TMS Service, each User accessing TMS Service must meet the conditions specified in the End User Requirements indicated in the link below:  
<https://knowledgebase.xtrf.eu/display/XTRFHelp/End+User+Requirements>
2. In order to use TMS Service e-mail sending functionality the Business Partner is required to provide a valid **SMTP account**.
  - a. It is the Business Partner's responsibility to ensure the **SMTP account** accepts transactional email service over SMTP type of mailing. Most accounts considered as "personal email accounts" (e.g. email.com) do not qualify due to the limit on the number of emails sent daily.
  - b. The SMTP server should be reachable using **SSL** encrypted connections with a **trusted certificate**.

### IV. REGISTRATION AND LOGGING IN

1. The TMS Service is available on the website indicated in the Self Service Manager, available to the Users after creating the OnCloud Account for each User.

### V. LIMITATIONS ON SCOPE OF USE

1. The Scope of Use of TMS Service rendered for the Business Partner is agreed on the Purchase Order or in case the Services have been ordered in other manner provided for in the General Terms – in such placed order.
2. As a Business Partner you shall use the TMS Service only for your own internal use.
3. Access to the TMS Service is allowed to the Business Partner's Customers through the Customer Portal and for the Vendors through the Vendor Portal.



## VI. SLA

1. Apart from the below provisions, SLA as defined in the General Terms applies.
2. In general, XTRF will perform TMS Service materially as described in the Documents when used in accordance with our instructions. To the extent within our reasonable control, we will not materially decrease the functionality of TMS Service during a Subscription Term, without prejudice to XTRF's right to introduce changes in its Services as per General Terms. XTRF considers that the TMS Service runs properly if it meets criteria described in Critical Business Operations ([https://legal.xtrf.io/TMS\\_HD\\_CriticalBusinessOperations.pdf](https://legal.xtrf.io/TMS_HD_CriticalBusinessOperations.pdf)).
3. As per standard described in the General Terms, XTRF will make the TMS Service available to you pursuant to these TMS Service Terms, provide our standard support for the TMS Service to you at no additional charge for Valid License, and provide you with uninterrupted TMS Service, except for any unavailability caused by circumstances beyond our reasonable control, including events qualified as force majeure, for example, 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 or applicable act of government.
4. There are automation tools in place to provide high availability and limited fault tolerance with regards to software and hardware issues without administrator intervention.
5. XTRF may run Service Window, in which the TMS Service will not be available. XTRF will notify you in advance about such an occurrence. The TMS Service window will last no more than 2 hours. XTRF will aim to keep total weekly downtime for upgrades to less than 1 hour.
6. XTRF will refund you for each full hour of a TMS 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 TMS Service unavailability.
7. Our software provided as OnCloud Service is automatically updated to the latest minor or patch release during regular Service 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 Business Partner. TMS Service can host supported XTRF releases only. Please read the Release Procedures ([https://legal.xtrf.io/TMS\\_ReleaseProcedures.pdf](https://legal.xtrf.io/TMS_ReleaseProcedures.pdf))



8. XTRF runs database backup once a day during nighttime and keeps the 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 Business Partner.
9. Provided that the Business Partner has settled all outstanding bills which became due before the termination or expiry, XTRF will send the Business Partner's database via e-mail. XTRF shall have no obligation to keep and/or maintain a copy of the Business Partner's database after Service termination.

## VII. RESTRICTED FUNCTION IN TMS SERVICE

In order to securely integrate applications in a cloud environment, some functions available in the server versions of TMS Service are restricted in OnCloud Service. This means:

1. No external scripts in Classic Project Workflows are allowed
2. Direct access to project files is possible via administrative SFTP only
3. Audit entries history is limited to 1 year
4. Application log files are stored for one year
5. Storage is limited for project files (sizes according to your XTRF package plan)
6. No hosting for 3rd party applications like Trados or other CAT tools is supported
7. Connections to external tools (CAT and others) possible only directly by http/https
8. XTRF instance IP address range is subject to change
9. No email service is included (you need to provide valid SMTP connection details)
10. No direct access to the database
11. No direct access to the servers
12. No possibility to install any additional software on the server
13. Some advanced technical system parameters are not available, managed by XTRF administrators
14. Some system parameters cannot be changed, in particular the structure of directories (xtrf home directory, all directories naming strategies)

TMS Service provided as OnCloud Service can be customized to better suit customer needs. Depending on the pricing plan the Business Partner may deploy and use custom components. The components may be implemented/developed by the XTRF customization team or by the Business Partner himself. XTRF administrators may restart or turn off or



deactivate the component developed by the Business Partner if it generates significant CPU/database load causing OnCloud Service resources over-consumptions.