



OnCloud Services

Terms and Conditions



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I. DEFINED TERMS (DEFINITIONS)

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

- 1. **Scope of Use** – the scope of ordered OnCloud Service as provided for in your Purchase Order or by virtue of your ordering of Services in any form applicable to you, either as a Business Partner or Vendor.
- 2. **Subscription Term** – the requested term of the particular OnCloud Services use as described in section VI.2 below.
- 3. **Your Data** – has the meaning ascribed to them in section VI.3. below.
- 4. **Web Browser** – an application that allows Business Partner or other User to connect and browse through the Internet (e.g.: Mozilla Firefox, Chrome etc.);

II. PURPOSE OF THESE OnCLOUD TERMS

- 1. The present OnCloud Terms govern use of OnCloud Services. Depending on the capacity in which you are using XTRF Services, apart from present OnCloud Terms other Documents will apply to you respectively as well:
 - 1.1. if you are acting as a Business Partner of XTRF please refer in particular to your Purchase Order, and General Terms;
 - 1.2. if you are acting as a Vendor please refer in particular to your Vendor Terms, if XTRF indicated that they are applicable to you and requested their acceptance;
 - 1.3. in both instances please take into account Data Processing Terms;
 - 1.4. In both instances please be aware that these OnCloud Terms contain some shared provisions for all OnCloud Services; particular OnCloud Services are also subject to their Service specific Documents.



III. TECHNICAL REQUIREMENTS

1. Depending on the particular Service, a User may access OnCloud Services in two ways:
 - 1.1. through a device connected to the Internet and a supported Web Browser that enables cookies. XTRF reserves its right to select the supported Web Browser.
 - 1.2. through a device connected to the Internet and an application prepared by XTRF and downloaded to that device by the User.
2. It is recommended that a User has the latest and updated version of its operating system and the latest versions of Web Browsers. In order to secure the proper functioning of the OnCloud Service, XTRF recommends regularly updating the Web Browsers and operating systems.
3. XTRF does not provide support for the use of any external services.
4. Particular OnCloud Services might contain other Service specific technical requirements that are provided for in its Service specific Documents.

IV. ACCESS TO OnCLOUD SERVICES

1. Particular OnCloud Services can be purchased by subscriptions or otherwise made available by XTRF as part of your other Services or on standalone basis, including at no additional charge.
2. OnCloud Services that have been purchased by subscriptions are subject to usage limits as set forth in the Documents and these OnCloud 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 OnCloud Account allowing you to use our OnCloud Services will be activated once we get a confirmation of full Payment for the ordered OnCloud Services as agreed in the Purchase Order or as otherwise agreed and ordered by you in line with procedure provided for you.



- 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.
- 6. In case of OnCloud Services that are provided not on purchased subscription basis you may access them through your Home Portal or Vendor Portal or through Access Link provided to you by XTRF at your request or by downloading them to your mobile device or computer, provided you fill out the registration form at the landing page of such Services or have already an OnCloud Account set-up, and accept the terms and conditions of such Services. In case of Business Partners, the terms and conditions have to be accepted by the Business Contact.

V. BASIC SERVICE TERMS FOR OnCLOUD SERVICES

- 1. XTRF grants you a non-exclusive and non-transferable right to use OnCloud Services in accordance with their ordinary purpose described in the Documents and in applicable description of Scope of Use.
- 2. You are not entitled to disseminate the OnCloud Services, give it for use to third persons, or to replicate them in case you have access to the code of the particular OnCloud Service. You are not allowed to introduce any changes in the OnCloud Services on your own or to translate the code of any part of OnCloud Service if you have access to such code. In case replication of the code of OnCloud Service in any part is required for ordinary use thereof in accordance with the Documents it is allowed only to the extent resulting from such ordinary use. Any backup copies of any part of OnCloud Service, if are made, cannot be used parallel to the OnCloud Service.
- 3. You acknowledge that XTRF OnCloud Services are rendered on-line and that we may make changes to the OnCloud Services from time to time.
- 4. You must ensure that all authorized Users keep their User IDs, passwords, or any other data which enables the Users to use the OnCloud Account, for the XTRF OnCloud Service strictly confidential and not share such information with any unauthorized persons. User IDs are granted to individual, named persons and may not be shared. You are responsible for any and all actions taken using your OnCloud Accounts and passwords, and you agree to immediately notify XTRF of any unauthorized use of which you become aware.
- 5. XTRF has no obligation to monitor any content uploaded to the OnCloud Service. Nonetheless, if XTRF deems such action necessary based on your violation of the



Documents 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 and content from the OnCloud Service or (2) suspend your access to the OnCloud Service/OnCloud Account. 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 OnCloud Service during any suspension period. We have no liability to you for removing or deleting your data or content from or suspending your access to any OnCloud Service as described in this section.

VI. ADDITIONAL SERVICE TERMS FOR SUBSCRIPTION PURCHASED SERVICES

- 1. Use of XTRF OnCloud Service.** XTRF grants you a non-exclusive and non-transferable right to access and use the XTRF OnCloud Services during the applicable Subscription Term (as defined below) in accordance with the Agreement, your applicable Scope of Use and the Documents.
- 2. Subscription Terms and Renewals.** 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 Purchase 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. 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 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 OnCloud Service to you and (b) for 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 Users) direct or enable through the OnCloud Service. XTRF may also access your OnCloud Account or instance in order to respond to your support requests.



4. **Security.** XTRF implements security procedures to help protect Your Data from security attacks. However, you understand that use of the OnCloud Service necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by XTRF, and we are not responsible for any of Your Data being lost, altered, intercepted or stored across such networks. XTRF 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.
5. **Storage Limits.** There are storage limits associated with OnCloud Service. These limits are described in the services descriptions on the Website or in the Documents. XTRF reserves the right to charge for additional storage or overage fees at the rates specified. XTRF may impose new, or may modify existing, storage limits for the OnCloud Service at any time in its discretion, with or without notice to the Business Partner.

VII. RESPONSIBILITY FOR YOUR DATA

1. **General.** You must ensure that your use of 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 these OnCloud Terms and other related Documents and (ii) Your Data and its transfer to and use by XTRF as authorized by you under these OnCloud Terms and other related Documents 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 VI.4 (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.
2. **Sensitive Data.** You will not submit to the 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”). Unless otherwise specified, XTRF does not claim compatibility with any national or international data security or privacy laws, other



than the one applying to XTRF legal jurisdiction. Notwithstanding any other provision to the contrary, XTRF has no liability under this Agreement for Sensitive Data.

- 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 OnCloud Service in breach of these OnCloud Terms and other related Documents, infringes or misappropriate 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.