

Last updated : January 2023

## Appendix 3: Hosting and Managed Services

This appendix inherits from and augments all terms set forth in the eXo Master Subscription Agreement and its other appendixes visible at [www.exoplatform.com/terms-conditions/terms-conditions.pdf](http://www.exoplatform.com/terms-conditions/terms-conditions.pdf)

### 1. Hosting and Managed Services General Policy

#### 1.1. Hosting and Managed Services entitlement

The Hosting and Managed Services are intended only for use by Customer (including through its contractors and agents) and for the benefit of the Customer and only for the Installed Systems (as defined below) for which Customer has purchased a Subscription Plan. Any unauthorized use of the Hosting and Managed Services will be deemed to be a material breach of this Agreement. In addition, usage of the Hosting and Managed Services is governed by the Fair Use policy as stated in chapter 1.5 of this appendix.

#### 1.2. Hosting and Managed Services Start Date

Unless otherwise agreed in an Order Form, the Hosting and Managed Services will begin on the Effective date of a Subscription Plan as set forth in the applicable Order Form.

#### 1.3. Hosting and Managed Services Scope of Coverage

Customer may elect to hand over the Production hosting and management of the Software to eXo to benefit from a SaaS (Software As A Service) deployment. Hosting and Managed Services serve this purpose and must be ordered as part of a Subscription Plan (stated in Appendix 0).

Hosting and Managed Services consist of the provision of a tier-based set of features as defined in chapter 2 of this appendix.

For the avoidance of doubt, Hosting and Managed Services exclude the following benefits and/or activities :

- Access to servers and/or any component of the hosting infrastructure (eg through SSH or any remote command line interface),
- Customizations, Specific developments, Specific integrations (indicated as “**Custom Extensions**” hereafter) and their related testing, user acceptance, technical acceptance. For the avoidance of doubt, shall Customer require to deploy programmatic extensions on top of the Software, Customer will remain fully responsible for Custom Extensions quality and compliance with the Software development and operating guidelines. Such rules are available in the Documentation. eXo reserves full rights to undeploy Customer extensions which infringes either the Security and Data Privacy or Fair Use policies.
- Installation of Add-ons which are not eligible as an eXo Official Add-On as stated in Appendix 4,

#### 1.4. Definitions

eXo Hosting is the hosting platform designed and used by eXo to deliver the Software as a service. For the purpose of providing the Service to Customer, Installed Systems hosting the Software Service are physically located on a server in data centers of partners specifically selected by eXo. eXo data center partners provide hardware infrastructure, power, network, storage and backup services. eXo is responsible for provisioning, monitoring, and managing the servers, and for providing Managed Services to eXo Hosting customers.

### **1.5. Communications and Delivery**

Unless otherwise set forth in an applicable Order Form, (1) eXo will be the primary source for communication with Customer and (2) The Managed Services entry point will be performed through the eXo Support Services desk and (3) the provision of the Hosting Services will be deemed accepted once Customer accesses the Service successfully.

By entering this Agreement, Customer agrees to NOT establish direct contact toward an eXo data center partners for any technical or business case that involves a Software installation Hosted and Managed by eXo.

### **1.6. Fair Use Policy**

eXo Hosting and Managed Services are delivered in exchange of a Fair Use Policy counterpart that introduces a set of obligations to Customer and Users.

#### **1.6.1. Access**

Access to the Service is available at the Internet address provided by eXo upon initialization of the Service. Upon entering into this Agreement with the Customer or User, eXo will provide the Customer or User with a username and password for accessing the Service.

eXo reserves the right to refuse registration, or to refuse or limit access to the Service, to anyone in its sole discretion. Customer will provide accurate, current, and complete information in connection with User registration and agree to maintain the security of their username(s) and password(s) at all times. CUSTOMER UNDERSTAND THAT ANY PERSON WITH A REGISTERED USER USERNAME(S) AND PASSWORD(S) MAY BE ABLE TO ACCESS THE CORRESPONDING USER ACCOUNT (INCLUDING ALL CONTENT THEREIN). CUSTOMER ACCEPTS ALL RISKS OF UNAUTHORIZED ACCESS TO A REGISTERED USER ACCOUNT BASED ON THE SHARING OR LOSS OF A USERNAME AND PASSWORD. Usernames and passwords are personal to each User, should be kept in confidence and may only used by the physical person to whom they are assigned. Customer are at all times fully liable for all acts and omissions by Users who have access to their account on the Service. Users have an access granted, and Customer agree to indemnify eXo for all claims and losses related to such acts and omissions. Customer will promptly notify eXo if it discovers or otherwise suspects any security breaches related to the Service, including any unauthorized use or disclosure of a username or password.

Users are responsible for all activity occurring under their User or Customer account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. In addition, User shall be responsible for abiding by any and all internal policies, procedures and regulations, which are required, by their employer and/or the applicable administrators of their account. Customer shall: (i) notify eXo immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to eXo immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by any User to violate this Agreement or the intellectual property rights of third parties; and (iii) not impersonate another Service user or provide false identity information to gain access to or use the Service. By accessing the Service, Customer represents and warrants that Users have not falsely identified themselves nor provided any false information to gain access to the Service and that Customer billing information, if any, is correct.

#### **1.6.2. Disruption**

Users should not attempt activities that could cause any disruption such as :

Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services.

Tampering with, reverse-engineering, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the services, related systems, networks, or data.

Modifying, disabling, or compromising the integrity or performance of the services or related systems, network or data.

Deciphering any transmissions to or from the servers running the services.

Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:

- Using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser
- Going far beyond the use parameters for any given service as described in its corresponding documentation
- Consuming an unreasonable amount of storage for music, videos, pornography, etc., in a way that’s unrelated to the purposes for which the services were designed

### **1.6.3. Wrongful Activities**

Users should not attempt any wrongful activities such as :

Misrepresentation of Users, or disguising the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with eXo or any third party)

Using the services to violate the privacy of others, including publishing or posting other people’s private and confidential information without their express permission, or collecting or gathering other people’s personal information (including account names or information) from our services

Using our services to stalk, harass, or post direct, specific threats of violence against others

Using the Services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws)

Accessing or searching any part of the services by any means other than our publicly supported interfaces (for example, “scraping”)

Using meta tags or any other “hidden text” including eXo or our suppliers’ product names or trademarks

### **1.6.4. Inappropriate Communications**

Users should not attempt activities that could cause any inappropriate communications such as :

Using the services to generate or send unsolicited communications, advertising, chain letters, or spam

Soliciting our users for commercial purposes, unless expressly permitted by eXo

Disparaging eXo or our partners, vendors, or affiliates

### **1.6.5. Inappropriate Content**

Users should not attempt any activity such as posting, uploading, sharing, submitting, or otherwise providing Content that:

- Infringes eXo’s or a third party’s intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right
- Users don’t have the right to submit
- Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography), which we will remove and report to law enforcement, indecent, harassing, hateful

- Encourages illegal or tortious conduct or that is otherwise inappropriate
- Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition
- Contains viruses, bots, worms, scripting exploits, or other similar materials
- Could otherwise cause damage to eXo or any third party

In this Fair Use Policy, the term “Content” means: (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that Users post, upload, share, submit, or otherwise provide in any manner to the services and (2) any other materials, content, or data Users provide to eXo or use with the Services.

Without affecting any other remedies available to eXo, eXo may permanently or temporarily terminate or suspend a user’s account or access to the services without notice or liability if eXo (in its sole discretion) determines that a user has violated this Fair Use Policy.

### **1.7. Security and Data Protection**

Hosting and Managed Services are delivered according to Security and Data Protection terms as defined in Appendix 5 also visible at <https://www.exoplatform.com/terms-conditions/data-protection.pdf>

### **1.8. Definitions**

**Users Limit**As long as Customer has purchased a Subscription Plan including an Hosting and Managed Services Option, eXo will provision a Service sized with technical characteristics according to the number of Registered and Engaged Users set forth in an applicable Order Form.

#### **1.8.1. Resources**

Depending on the Subscription Plan purchased, the Customer benefits from hosting via shared server and other resources with other customers (public cloud) or from a dedicated server and resources for his instance (private cloud). In the case of dedicated resources, a Custom Extension can be installed for the client. Depending on the Subscription Plan purchased, the Customer can choose from several hosting options offered. These options can include the identity of the provider or the architectural options.

#### **1.8.2. Allocated Disk Space**

The Disk Space characteristic defines the average amount of data provision per User. Upon initialization of the Service, eXo will provision Customer with an amount of data storage space equals to the number of Registered Users purchased multiplied with the per user Disk Space allocation. Customer can benefit this Disk Space allocation as a whole, eg some users can use more Disk Space than the per user provision provided the total consumption does not exceed the total allocated Disk Space. Additional Disk Space can be purchased separately.

#### **1.8.3. Reserved Bandwidth**

The Reserved Bandwidth characteristic defines the average amount of Internet reserved bandwidth per User. Upon initialization of the Service, eXo will provision Customer with an amount of monthly Reserved Bandwidth equals to the number of Registered Users purchased multiplied with the Reserved Bandwidth monthly allocation. Customer can benefit this Reserved Bandwidth monthly allocation as a whole, eg some users can use more Reserved Bandwidth than the per user provision provided the total consumption does not exceed the Reserved Bandwidth total monthly allocation. Additional Reserved Bandwidth can be purchased separately. Unused Monthly Reserved Bandwidth is not transferred to the next month.

#### **1.8.4. Backup and Restore Policy**

The Backup Policy inserts a security net to Customer's Data and service health. In case of disaster deemed applicable to eXo Hosting and Managed Services responsibility, eXo will restore the latest available Backup at no cost for the Customer. Shall the disaster cause fall into the exclusion set forth in section 1.3 of this appendix or be deemed related to and infringement of the Fair Use Policy, eXo will charge Customer with a restoration fee at the then-current rate.

eXo will maintain a Data Backup job according to a Daily frequency, and will keep archived backups for as long as stated in chapter 2 of this this appendix and/or in an applicable Order Form.

#### **1.8.5. Installed Systems Provision**

Once Customer has purchased a Subscription Plan including an Hosting and Managed Services, eXo will provision an Software Production instance accessible by Customer over the Internet. Unless specified in an applicable Order form, eXo will not provide any additional Hosted environment.

#### **1.8.6. Data Center Location**

For a smooth usage of the service, Customer may elect to choose the geographical location of the Data Center Hosting both the eXo Platform Service and Data close to its premises location. Depending on the Subscription Plan purchased by the Customer, the Customer could choose from a limited list of available locations. Some specific locations may induce additional Hosting, Reserved Bandwidth and Disk Space costs. Those additional costs will be reflected in an applicable Order Form. Upon choosing the Data Center Location, Customer will benefit from a provision of the Service by eXo. eXo warns Customer that some specific Data Center Locations may induce specificity according to local law. Customer agrees to not infringe those laws through the usage of the service.

Changing Data Center Locations past the initial provisioning will induce an additional fee.

#### **1.8.7. Scheduled Maintenance Windows**

eXo requires to perform regular maintenance operations over the Hosting service to ensure a proper user experience, secure data, stability and benefit from up-to-date features and bug fixes. Those maintenance operations are performed during predefined periods of time when the Service will be unavailable called the Scheduled Maintenance Windows. Customer may choose the preferred hour range for these Scheduled Maintenance Windows. Depending on the Subscription Plan the maintenance may include (at the sole discretion of eXo) :

- Backups,
- Software Updates,
- Software Upgrades,
- Any pro-active action necessary to ensure the System performance and security,
- All On demand Tasks related operations that require a service interruption

Scheduled Maintenance Windows usage and expected duration will be notified by eXo to Customer prior to the maintenance operations.

The Service is not accessible during Scheduled Maintenance Windows.

#### **1.8.8. Custom Domain**

By default, and upon purchasing a Subscription Plan including an Hosting and Managed Services Option, Service will be accessible to Customer under a subdomain of a domain owned by eXo. Depending on the Subscription Plan, eligible Customers can provide a Custom Domain (either registered to an official domain registrar or already existing) to map to the Hosting server. For the avoidance of doubt, Customer will be responsible for purchasing a domain name to an external domain registrar and

managing it. eXo will provide guidelines to Customer for the purpose of DNS configurations and Customer will provide to eXo a SSL certificate to setup secured accesses. The initial Service provision will not fully occur without those pre-requisites.

#### **1.8.9. Enterprise Directory or SSO Integration**

Depending on the Subscription Plan, Customer may be eligible to benefit from integrating his existing Enterprise Directory or Single Sign On service to the Software Service. eXo will set up such an integration as part of its Professional Services. The nature of equipments, software and amount of work to setup this integration will be specified in an applicable Order Form and must be purchased separately by Customer.

#### **1.8.10. Service Level Objective**

In addition to the SLA provided by Support Services, Customer who purchased a Subscription Plan including an Hosting and Managed Services option benefit from a specific indicator (SLO) regarding the availability of the Service and according to the selected tier (see Table in chapter 2). SLO calculations always exclude Scheduled Maintenance Windows.

#### **1.8.11. Guaranteed Restoration Time**

In addition to the above, and according to the Hosting and Managed Services tier purchased by a customer through a Subscription plan, and in case of disaster Customer will benefit from Guaranteed Restoration Time of the Service. For the purpose of calculation of the effective Resolution Time, eXo will consider the clock start upon acknowledgment of the issuance of a severity 1 incident through eXo Support Services desk and the clock and as soon as the Service is restarted and the severity 1 is no longer applicable. (See Support Services SLA for acknowledgement guidelines).

Customer accepts that the incident being downgraded to a lesser severity will constitute a success in the Guaranteed Resolution Time objective.

Guaranteed Restoration Times exclude time required to execute operations required to be performed during Scheduled Maintenance Windows.

#### **1.8.12. Automatic Software Version Updates**

For the purpose of ensuring the best user experience through new functionalities, feature enhancements, security and bug fixes, eXo will regularly and automatically upgrade Customer's Installed systems with the latest version of the Software available. Software version management and lifecycle are available under the terms specified at <https://www.exoplatform.com/terms-conditions/maintenance-program.pdf>.

These operations are performed during a Scheduled Maintenance Window.

Customer remains fully responsible of the compatibility of deployed Custom Extensions. For the purpose of preserving sufficient time for testing Custom Extensions toward a newer version by the Client, eXo shall notify by electronic mean about Software Version Updates plans no less than 15 (fifteen) days before effectively upgrading.

#### **1.8.13. On-demand Tasks Credit**

Customer who purchased Hosting and Managed Services through a subscription plan benefit from a time credit for on-demand operational tasks to be performed by eXo. Such operations require an exceptional Scheduled Maintenance Window and have a predefined expected duration and associated Service Interruption Duration.

On-demand tasks are generally requested through a Task Order request performed at eXo Support Services Desk and acknowledged by Customer and eXo before execution.

| <b>Typical Tasks Related Service Operations</b> | <b>Expected Duration</b> | <b>Expected Service Interruption Duration</b>      |
|---|--------------------------|--|
| <b>System Reset</b>                             | 2h                       | Up to 4h   |
| <b>System Restart</b>                           | -                        | Up to 10 mins                                      |
| <b>Software Maintenance Version Update</b>      | 2h                       | Up to 24h  |
| <b>Software Minor Version Update</b>            | 4h                       | Up to 24h  |
| <b>Custom Domain setup or change</b>            | 1h                       | Up to 24h (depending on DNS propagation)           |
| <b>Data Backup Restoration</b>                  | 8h                       | Up to 48h depending on the size of data to restore |
| <b>Data Export</b>                              | 8h                       | Up to 48h depending on the size of data to export  |
| <b>Service Tier upgrade</b>                     | 8h                       | Up to 48h  |
| <b>Official Add-on Installation</b>             | 1h                       | 1h   |
| <b>Official Add-on Update</b>                   | 1h                       | 1h   |
| <b>Custom Extension deployment</b>              | 1h                       | Up to 8h   |

Additional On-demand tasks not appearing in the above table may still be performed but will require the issuance of a dedicated quote by eXo and an order by the Client prior to their execution.

**1.8.14. One-Off patches deployment**

For the purpose of mitigating a particular defect or security issue, and according to eXo Support Services and maintenance program terms stated in Appendix 2, and according to the Hosting and Managed Services tier purchased by Customer, eXo may augment the Installed Systems deployment from time to time with One-Off patches.

## 2. Hosting and Managed Services Tiers

As set forth in an applicable Order Form, purchasing a Subscription Plan entitles Customer to receive Hosting and Managed Services according to the following tiers (V means available, X means Not available for this tier) :

| <b>Hosting and Managed Services Tiers</b>      |                                    |                                     |                                     |
|--|------------------------------------|-------------------------------------|-------------------------------------|
|  | <b>Enterprise</b>                  | <b>Enterprise S</b>                 | <b>Ultimate</b>                     |
| <b>Registered Users limit</b>                  | Specified in Order Form            | Specified in Order Form             | Specified in Order Form             |
| <b>Service Features</b>                        |                                    |                                     |                                     |
| <b>Domain name</b>                             | Customizable                       | Customizable                        | Customizable                        |
| <b>Resources</b>                               | Dedicated                          | Dedicated                           | Dedicated + options                 |
| <b>Disk Space (per user)</b>                   | 1 GB                               | 1 GB                                | 1 GB                                |
| <b>Reserved Bandwidth (per user per month)</b> | 500 MB                             | 500 MB                              | 500 MB                              |
| <b>Security and Data Privacy Policy</b>        | V                                  | V                                   | V                                   |
| <b>Backup and Restore Policy</b>               | Daily backup with 7 days retention | Daily backup with 1 month retention | Daily backup with 1 month retention |
| <b>Service Provisioning</b>                    |                                    |                                     |                                     |
| <b>Installed Systems provision</b>             | Production                         | Production                          | Production + options                |
| <b>Datacenter location choice</b>              | Europe, USA, Asia                  | Europe, USA, Asia                   | Europe, USA, Asia                   |
| <b>Scheduled Maintenance Window choice</b>     | V                                  | V                                   | V                                   |
| <b>Custom domain</b>                           | X                                  | V                                   | V                                   |
| <b>Custom extensions deployment</b>            | X                                  | V                                   | V                                   |
| <b>Enterprise Directory or SSO Integration</b> | SSO                                | SSO                                 | V                                   |
| <b>Service Management</b>                      |                                    |                                     |                                     |
| <b>Service Level Objective</b>                 | 99,9% uptime                       | 99,9% uptime                        | 99,9% uptime                        |
| <b>Guaranteed Restoration Time</b>             | 8h                                 | 8h                                  | 8h                                  |
| <b>Automatic Software Version update</b>       | V                                  | V                                   | V                                   |
| <b>On-demand tasks credit (per year)</b>       | 8h                                 | 8h                                  | 8h                                  |
| <b>One-off patches</b>                         | V                                  | V                                   | V                                   |