



Customer-Managed Hosting Terms

These **Customer-Managed Hosting Terms** constitute Supplemental Terms under the Terms of Service (ToS) and apply solely to the extent Customer subscribes to Services operated in a Customer-managed environment in an applicable Order Form.

1. Scope, Parts and Subject Matter

- 1.1 These Customer-Managed Hosting Terms apply when Customer operates mpmX or other subscribed Services on infrastructure selected and controlled by Customer or by a third party commissioned by Customer.
- 1.2 The subject of these Customer-Managed Hosting Terms is the allocation of responsibilities for hosting, infrastructure, installation, operation, and security of the Services in such Customer-managed environments.
- 1.3 mpmX and its documentation are protected by applicable intellectual property laws, including copyright, database rights, and trade secret protections, and all rights therein remain with MPMX or its licensors.

2. Right to Operate the Services on Customer Infrastructure

- 2.1 Customer is entitled to operate the Services within the scope of the rights granted in the Agreement on systems selected and operated under Customer's responsibility.
- 2.2 Customer may operate the Services on third-party infrastructure providers, including cloud or hosting providers, provided that Customer remains fully responsible for compliance with the Agreement.
- 2.3 Customer ensures that any third-party provider used does not use the Services for its own purposes and does not make the Services available to additional third parties, including as a service bureau, timesharing service, SaaS offering, outsourcing service, or application hosting service for third parties.
- 2.4 Customer remains fully responsible for the acts and omissions of any such third-party provider as for its own.

3. Provision of Software for Customer-Managed Deployment

- 3.1 Where Services are provided for operation in a Customer-managed environment, MPMX provides the software primarily by making it available for download or by providing access credentials and installation materials.
- 3.2 MPMX provides Customer with the relevant download instructions or installation documentation electronically after the Effective Date using the contact details specified in the applicable Order Form.
- 3.3 Unless otherwise agreed in writing, installation, configuration, system integration, infrastructure setup, and operational deployment are the sole responsibility of Customer.

4. Minimum Technical Requirements

- 4.1 Use of the Services in a Customer-managed environment requires compliance with the Minimum Requirements applicable to the server-side infrastructure and the client-side access systems.
- 4.2 Customer is responsible for ensuring continuous compliance with such Minimum Requirements as updated from time to time.
- 4.3 MPMX may update Minimum Requirements to reflect technical developments, security requirements, performance improvements, or compatibility needs.
- 4.4 Where reasonably possible, MPMX will provide advance notice of material changes to Minimum Requirements.
- 4.5 Failure to meet Minimum Requirements may result in reduced performance, security risks, or inability to operate the Services, for which MPMX is not responsible.

5. Security Responsibilities

- 5.1 Customer is solely responsible for implementing and maintaining appropriate technical and organizational security measures for all systems used to host or access the Services.
- 5.2 Such measures must be commercially reasonable and appropriate to protect against unauthorized access, unauthorized use, data loss, and security incidents.
- 5.3 This responsibility also applies to any third-party infrastructure provider used by Customer
- 5.4 Customer remains solely responsible for (i) access management; (ii) network security; (iii) patching of operating systems; (iv) infrastructure monitoring; (v) backup procedures; and (vi) disaster recovery measures, unless explicitly agreed otherwise in writing.

6. Operational Responsibility and Support Limitations

- 6.1 Where Services are operated in a Customer-managed environment, MPMX is not responsible for (i) infrastructure availability; (ii) hosting performance; (iii) network connectivity; (iv) hardware failures; (v) operating system issues; (vi) third-party hosting incidents, unless such issues are directly caused by the Services themselves.
- 6.2 Support obligations of MPMX apply only to the Services software itself and not to Customer infrastructure or third-party hosting environments unless expressly agreed in a separate Support Supplemental.

7. Backup and Data Protection Responsibility

- 7.1 Customer is solely responsible for maintaining adequate backups of all Customer Data stored in the Customer-managed environment.
- 7.2 MPMX is not responsible for any loss of data resulting from Customer's failure to maintain appropriate backup procedures.

8. Verification of Compliance

- 8.1 MPMX may verify Customer's compliance with the hosting and usage obligations under these Customer-Managed Hosting Terms upon reasonable prior notice and during normal business hours, primarily by requesting relevant system information and deployment documentation.
- 8.2 On-site inspections are only conducted where remote verification is reasonably insufficient and only upon reasonable notice, subject to confidentiality obligations and with minimal disruption to Customer's operations.

These Customer-Managed Hosting Terms are effective as of the date of publication. Last updated: 01 May 2026.