

## Lokalise Master Service Agreement

Last Updated: **November 2025**

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER'S BEHALF REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.

This Master Service Agreement ("Agreement") is entered between Lokalise, Inc., a Delaware company with its registered address at: 3500 South DuPont Highway, Suite BZ-101, Dover, DE 19901, USA ("Lokalise") and the customer identified in the applicable Customer Order or registered via Platform ("Customer") and is effective as of the date of the Customer Order or registration ("Effective Date"). By accepting the Agreement or Customer Order in any manner, the Customer accepts this Agreement and other related Contracts. This Agreement governs access to, and use of, the Lokalise Platform and/or the Services by the Customer and its Authorized Users. Certain capitalized terms are defined in Annex A "Definitions" and others are defined contextually in this Agreement. The Agreement includes and incorporates by reference the following additional annexes: Annex B – Service Level Agreement (SLA) and Annex C – AI Addendum. All annexes form an integral part of this MSA.

If the Customer has entered into a prior agreement with Lokalise, including but not limited to Lokalise's standard [Terms of service](#) or a previous [Master Services Agreement](#), such prior terms shall continue to govern the Customer's use of the Services **unless and until** the Parties have executed an annex or amendment expressly superseding those terms. In the absence of such a signed annex, the earlier agreement shall remain in effect with respect to the relevant services, regardless of the execution of this Agreement.

### **1. Platform Access and Use**

#### **1.1. Subscription.**

The Subscription will commence as the Customer is granted access to the Platform according to a Plan ("Subscription Start Date"), and will continue for the period specified in the applicable Customer Order ("Term"), unless terminated earlier in accordance with this Agreement. During the Term, and subject to timely payment of all applicable Fees and compliance with this Agreement, the Customer and its Authorized Users are granted a non-exclusive, non-transferable right to access and use the Platform and Services, in accordance with the terms of the Subscription as detailed in the applicable Customer Order or selected Plan/Add-on or Bundle on the Platform.

#### **1.2. Service Availability.**

Lokalise will use commercially reasonable efforts to ensure the Platform is available at least

99.5% of the time during each calendar month, excluding scheduled maintenance and force majeure events. Lokalise monitors performance continuously and provides real-time status updates at <https://status.lokalise.com>. If uptime falls below this threshold, the Customer will be eligible for service credits or proportionate refunds as set out in the Service Level Agreement (SLA) attached in Annex B [Annex B to Master Service Agreement](#).

### **1.3. Workspace Administration.**

The Customer shall designate one or more Authorized Users as Team Owners, who will have the authority to manage the Workspace, including assigning user roles, configuring settings, enabling third-party integrations, and managing data access and retention settings. Lokalise will act on instructions given by Team Owners as representatives of the Customer.

### **1.4. Updates and Modifications.**

Lokalise may provide routine updates, enhancements, and bug fixes (“Updates”) at no additional cost. These may be deployed automatically. From time to time, Lokalise may offer optional paid feature upgrades (“Paid Updates”). If a Paid Update materially enhances functionality beyond what was originally ordered, access may require payment of additional Fees.

### **1.5. Third-Party Products.**

The Platform may integrate or interoperate with third-party applications, services, or products (“Integrated Products”). Lokalise is not responsible for the availability, performance, or compliance of such Integrated Products. Use of Integrated Products is governed solely by the Customer’s agreement with the respective provider, and Lokalise disclaims any liability arising from such use.

### **1.6. Lokalise Messages.**

Lokalise Messages application is governed by the terms of the [Application License Agreement](#). By using Lokalise Messages, you agree to comply with the provisions outlined in this Agreement and Application License Agreement.

### **1.7. Translation Services.**

The Platform enables Customers to order translations and human post-editing services from external translation vendors (“Partners”). These Partners operate as independent contractors and are solely responsible for the quality and delivery of their services. For the avoidance of doubt, these services are treated as Third-Party Products under this Agreement.

### **1.8. AI Functionality.**

The Platform may include AI features powered by machine learning or artificial intelligence (AI), including technologies licensed from third parties such as large language models (LLMs), or Lokalise’s proprietary models as detailed in the [Annex C - AI Addendum](#). The Customer is responsible for ensuring that its use of AI features complies with applicable laws and internal policies.

## **2. Subscription Plans and Fees**

### **2.1 Subscription Plans.**

Lokalise offers various subscription plans ("Plans") designed to meet the differing requirements and preferences of its customers. A description of the available Plans is provided on Lokalise's Pricing page, which is hereby incorporated by reference. Each Plan includes an allocation of processed words (including those processed using AI technology), over-the-air (OTA) usage, and such other features or limitations as specified on the Pricing page or the applicable Customer Order.

### **2.2 Fees.**

The Fees for the Subscription shall be determined by the selected Plan, the Customer's usage of processed words, any purchased Add-ons or Bundles, and any other applicable charges. Lokalise shall not modify the Fees applicable to a Subscription during the then-current Subscription Term. However, Lokalise reserves the right to increase the Fees upon any renewal of the Subscription Term. The Customer's prior written consent shall not be required for increase in Fees, provided such increase does not exceed the greater of: (i) the percentage change in the U.S. Consumer Price Index (CPI) over the prior twelve (12) months; or up to (ii) five percent (5%) of the then-current fees. Any increase above this threshold will require the Customer's prior written consent.

### **2.3 Fees Basis.**

The Customer agrees to pay the Fees for the Subscription as agreed or specified in the applicable Customer Order. The Fees shall be determined by the functionality, the number of Authorized Users, service capacity, data volume, Platform features available to the Customer, the duration of the Subscription, and any other capacity limitations stated in the Customer Order.

### **2.4 Payment Terms.**

Lokalise shall invoice the Customer for the Fees on agreed terms (i.e. an annual or monthly basis) in advance of each billing cycle, as specified in the Customer Order. Unless otherwise stated therein, all Fees are payable in U.S. dollars, either at the same day via credit card or within ten (10) calendar days of the date of the invoice. The Customer shall provide a valid Purchase Order (PO) number at the time of signing this Agreement or Customer Order. Failure to provide the PO number upon signing may result in Lokalise issuing the invoice without reference to the PO number. In such cases, Lokalise reserves the right to refuse any request to add or amend the PO number on the invoice after the invoice has been issued.

### **2.5 Auto-Renewals.**

(a) **Annual or Multi-Year Plans.** Annual and multi-year Plans along with Add-ons and Bundles shall automatically renew on the following day of the last day of the Term ("Renewal Date"), unless either Party provides written or in Platform notice of non-renewal at least ninety (90) days prior to the Renewal Date.

(b) **Monthly or Short-term Plans.** Monthly or fixed-term Plans with Add-ons and Bundles with a duration of less than one (1) year shall automatically renew on the Renewal Date, unless the Customer provides written or in Platform notice of cancellation at least seven (7) days (monthly) or 30 days (short-term) prior to the Renewal Date.

c) For the avoidance of doubt, any downgrade or Plan decrease (including Bundles and Add-ons) must be made within the timeframe set for terminating the auto-renewal; otherwise, such amendment shall be null and void.

d) In case the Customer is not bound by auto-renewal but has initiated the renewal process—either by affirmative email or by using the Platform during the Subscription Term—the agreement shall be renewed either under the same Subscription Plan (subject to change once the Parties sign a new agreement), or under a new subscription Plan if the Customer has already selected one. Lokalise shall issue invoices accordingly and, once the new agreement is signed, charge any underpayment for the remaining period.

## **2.6 Termination and Refunds.**

If the Customer cancels a Subscription prior to the next Renewal Date, the Subscription shall continue until the end of the then-current paid Subscription Term. Termination for convenience is not permitted, and no refunds shall be provided for any Fees paid.

## **2.7 Fees and Late payments.**

Fees shall be payable on each Renewal Date unless otherwise specified in the Customer Order. Where alternative payment dates are specified in the Customer Order, Fees shall be charged on such dates.

All bank charges, wire transfer fees, and other payment processing costs associated with the settlement of any invoice shall be borne solely by the Customer. The Customer shall ensure that the full invoiced amount is received by Lokalise without deduction for any such fees or charges. In the event that Lokalise receives an amount less than the total invoiced amount due to such deductions, Lokalise reserves the right to request payment of the outstanding balance from the Customer.

If the credit card or other payment method you have on file is no longer valid, or if, for any reason, a charge is rejected, you are required to update your billing information on the Platform or provide us with valid details of a new payment account within fourteen (14) calendar days from the date of the failed charge.

Failure to provide updated payment information within this period, or unpaid invoices may result in the suspension of your access to the Platform. Please note that such suspension does not constitute a cancellation of your Subscription. Your obligation to pay any outstanding and accrued Fees remains in full force and effect until all due amounts are settled in accordance with the terms of your Subscription.

In addition, any overdue amounts shall accrue interest at the rate of 1.5% per month or the maximum rate permitted under applicable law whichever is lower, calculated from the original due date until payment is received in full. We further reserve the right to recover any reasonable costs and expenses incurred in connection with the collection of overdue amounts, including attorneys' fees and court costs.

### **Assignment of Payment Claims**

Notwithstanding anything to the contrary in this Agreement, Lokalise shall be entitled, without the Customer's consent, to assign, transfer, sell, or otherwise dispose of any of its rights to payment (including any claims for late payment, default interest, costs of collection, or damages arising from non-payment) to any third party, including but not limited to factoring companies, debt purchasers, or collection agencies, if the Customer fails to make any payment when due under this Agreement. Any such assignment shall be valid and enforceable against the Customer, and the Customer hereby waives any objection to such assignment.

### **2.8 Upgrades.**

If the Customer exceeds the usage limits of their Plan or opts for an upsell of additional features or capacity prior to Renewal Date, the Customer may upgrade the Plan or purchase additional Add-ons or Bundles. Any Plan upgrade shall constitute the commencement of a new Subscription Term. Section 5.2. Applies.

If the Customer exceeds the usage limits of their Plan, Lokalise may, at its discretion, either (a) block further usage in excess of the limits until the Customer purchases an additional Bundle/Add-on or upgrades to a higher-tier Plan, or (b) permit continued access beyond such limits ("Soft Limit") for a temporary period.

Lokalise will notify the Customer (by email and in-app notification) of the excess usage and instruct the Customer either to reduce usage to within the Plan limits or to proceed with an upgrade or purchase of an additional Bundle/Add-on.

If the Customer continues to exceed usage under a Soft Limit, such continued usage will be deemed the Customer's acceptance to upgrade to the applicable higher-tier Plan, and Lokalise may adjust the Customer's subscription and Fees accordingly from the Renewal Date.

### **2.9 Downgrades.**

Unused usage units expire at the end of each Subscription Term, are non-transferable and do not roll over. Downgrades are not permitted during any active Subscription Term or auto renewal. The Customer shall not be entitled to refunds or credits for any reduction or non-use of the Platform's functionality or service capacity during the Subscription Term. Section 2.5.c applies.

### **2.10 Discounts.**

All discounts are solely reserved to the Subscription Term and do not roll over upon auto renewals/ renewals.

### **2.11 Payments for Translation Orders.**

The Customer may define the scope of work and select languages requiring translation to receive an instant quote from the chosen translation vendor. The Customer may pay the quote immediately via the credit card linked to their Account or alternatively, top up the Account with Team Credit for use in paying translation orders. To top up Team Credit, the Customer may contact their dedicated manager at the email address specified in the applicable Customer Order and indicate the desired amount. Once the Order Form for Translation Orders is signed, Lokalise will issue an invoice accordingly and credit the Account once payment is received. Services provided by translation vendors shall be deemed "Integrated Products" under this Agreement.

### **2.12. Taxes.**

All Fees are of applicable federal, national, state, provincial, and local sales, use, excise, export, or other applicable taxes (excluding taxes on Lokalise's net income). If any payment is subject to withholding tax imposed by a governmental authority, the Customer shall reimburse Lokalise for the full amount of such tax. Lokalise may add such taxes to the applicable Fees where appropriate.

## **3. Customer Data Protection**

### **3.1. Privacy Policy and Data Processing Addendum**

All processing of Customer Data not expressly governed by this Agreement shall be subject to [Lokalise's Privacy Policy](#) and, where applicable, the Data Processing Addendum (DPA), both of which are incorporated by reference into this Agreement.

### **3.2. Processing of Personal Data**

Lokalise shall process Customer Personal Data solely as necessary to provide the Services and in accordance with this Agreement, applicable Customer Orders, the DPA, and relevant Data Protection Laws. Lokalise shall maintain appropriate administrative, technical, and organizational safeguards to protect Customer Personal Data against unauthorized access, disclosure, or loss.

### **3.3. Customer Authorization**

The Customer, on its own behalf and on behalf of its Authorized Users, grants Lokalise the right to process Customer Data solely to:

- (a) provide, maintain, secure, and improve the Services and Platform;
- (b) resolve technical, support, or operational issues;
- (c) comply with applicable laws or as permitted by the Privacy Policy; and
- (d) perform any other activity expressly authorized in writing by the Customer.

### **3.4. Use of Sub-Processors**

The Customer authorizes Lokalise to engage sub-processors for data processing in connection

with the Services. Lokalise shall maintain an up-to-date list of sub-processors on its website, notify Customers in case of any change and ensure that each sub-processor is subject to appropriate confidentiality and data protection obligations consistent with this Agreement and applicable laws.

### **3.5. Legal Disclosures**

Lokalise may disclose Customer Data if required to do so by law or in response to valid legal requests by public authorities. Where legally permitted, Lokalise will provide prompt notice to the Customer and, at the Customer's cost, cooperate in seeking protective measures or limiting the scope of such disclosure.

### **3.6. International Data Transfers**

If Customer Personal Data is transferred to jurisdictions outside the European Economic Area (EEA) or other regions with data transfer restrictions, Lokalise will ensure such transfers are carried out in accordance with Article 46 of the GDPR or other applicable mechanisms providing adequate safeguards (e.g., Standard Contractual Clauses).

### **3.7. End-User Content and Sensitive Data**

Lokalise does not intentionally collect or process Sensitive Information or end-user generated content via the Platform. The Customer shall ensure that any end-user Personal Data is lawfully collected and transferred. The Customer remains solely responsible for compliance with Data Protection Laws in relation to such data.

### **3.8. Accuracy of Data**

Lokalise does not verify the accuracy of Customer Data. The Customer is solely responsible for ensuring that Customer Data is complete, accurate, and appropriate for its use. Lokalise disclaims responsibility for any decisions or actions taken based on such data.

### **3.9. Data Deletion**

Upon termination of this Agreement or at the Customer's written request, Lokalise shall delete Customer Data in accordance with the terms of the DPA or Customer instructions. Lokalise reserves the right to permanently delete inactive or suspended account data after thirty (30) days of inactivity, subject to applicable laws and retention obligations.

### **3.10 Data Portability and Switching (EU Data Act).**

During the Term and upon termination or expiration of this Agreement, Lokalise shall provide Customer with access to, and the ability to export, Customer Data in a structured, commonly used, machine-readable format without undue delay and free of charge. Upon Customer's request, Lokalise shall provide reasonable technical assistance to enable Customer to port Customer Data to another provider of equivalent services, subject to technical feasibility, applicable security and confidentiality obligations, and without prejudice to Lokalise's rights to protect trade secrets or confidential information of Lokalise or other customers, in accordance with Regulation (EU) 2023/2854 (the "EU Data Act").

## **4. Intellectual Property and Feedback**

### **4.1. Customer Content and IP**

The Customer retains all right, title, and interest in and to its Content, including all associated intellectual property rights. Lokalise does not acquire any ownership rights in Customer Content except for a limited, worldwide, non-exclusive, non-transferable, sublicensable (solely to subprocessors) license to use the Content solely as necessary to deliver and improve the Services in accordance with this Agreement.

### **4.2. Lokalise IP**

Lokalise and its licensors retain all rights, title, and interest in and to the Platform, Services, and all related intellectual property, including software, documentation, UI/UX elements, and any modifications or derivative works thereof. No rights are granted to the Customer other than as expressly stated in this Agreement.

### **4.3. License to Use Platform**

Subject to the terms of this Agreement and applicable Customer Orders, Lokalise grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform and Services during the Subscription Term.

### **4.4. Usage Data and Feedback**

Lokalise may generate and use de-identified, aggregated, or anonymized data derived from Customer's use of the Services ("Usage Data") for internal business purposes, including analytics, performance improvements, and reporting. Lokalise may also use Customer Data in identifiable form when required for debugging, customer support, or improvement efforts tied to that Customer. Any feedback provided by the Customer or its users regarding the Services may be freely used by Lokalise without obligation or attribution.

### **4.5. Non-Exclusive Content Generation**

The Customer acknowledges that due to the use of AI and machine learning technologies (including those from OpenAI), some translated or generated outputs may be similar or identical to outputs provided to other customers. Such similarity does not grant exclusivity or breach the confidentiality of Customer Content.

## **5. User Restrictions**

### **5.1 Acceptable Use**

The Customer and all Authorized Users shall use the Lokalise Platform and Services strictly in compliance with all applicable laws, this Agreement, and any applicable Contracts. Without limiting the foregoing, the Customer and its Authorized Users shall not:

- (a) modify, create derivative works of, disassemble, decompile, extract, reverse compile, or reverse engineer the Platform or any portion thereof;
- (b) resell, offer, sell, rent, lease, distribute, assign, sublicense, or otherwise commercially exploit the Platform or Services, in whole or in part, except as expressly authorized in writing by Lokalise;



(c) use or access the Platform or Services for the purpose of developing, offering, or operating any website, platform, large-scale language model, product, or service that is competitive with Lokalise, or for benchmarking or competitive analysis;

(d) frame or incorporate the Platform, the Services, or any portion thereof into any other website or service;

(e) remove, obscure, or destroy any copyright notices, trademarks, or other proprietary markings contained in or on the Platform;

(f) engage in any activity that imposes or may impose (as determined at Lokalise's sole discretion) an unreasonable or disproportionately large load on Lokalise's infrastructure or that of its third-party providers;

(g) access the Platform by any means other than through the website or interfaces provided by Lokalise

(h) access the Platform by use of generic, shared, or group email addresses (e.g., info@company.com, support@company.com, dev-team@company.com).

(i) disclose Platform passwords or other login credentials to any third party other than Authorized Users;

(j) exceed any usage limits or service capacities specified in the applicable Customer Order, including, without limitation, limits on hosted keys, the number of Authorized Users, or SDK GB usage;

(k) promote or disseminate information about illegal activities or physical harm to any person, group, institution, or property, or otherwise use the Platform in any manner that infringes, misappropriates, or violates the rights of any third party;

(l) unless the Customer has elected to have Services performed exclusively by human linguists, mislead any person by representing that Content generated by the Services was created solely by human effort;

(m) use the Platform in any manner that violates the OpenAI Terms of Use, including the Sharing & Publication Policy and Usage Policies available at OpenAI.com; or

(n) transmit through the Platform any Prohibited Content (collectively, the "Prohibited Activities").

o) use or access the Platform or Services if the Customer or any Authorized User is: (i) located in, ordinarily resident in, or organized under the laws of a country or territory subject to comprehensive U.S. sanctions (ii) identified on any U.S. or international government restricted party list (such as the SDN List, Denied Persons List, or Entity List); or (iii) owned or controlled by any person or entity listed above;

(p) export, re-export, transfer, access, or use the Platform or Services in violation of applicable U.S. export control laws, trade sanctions, or similar laws in other relevant jurisdictions, including but not limited to the U.S. Export Administration Regulations (EAR) and sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC).

## **5.2 Exceeding Fair Usage**

If the Customer exceeds any agreed usage limits or Fair Usage of Unlimited Services, Lokalise shall notify the Customer, who may purchase an additional usage Bundle or upgrade Plan.

Should the Customer decline to purchase such a Bundle or upgrade, Lokalise reserves the right to block access or charge the Customer for excess usage at the applicable rates and/or automatically apply the relevant Bundle or Plan pursuant to Section 2.8. In the event of failed charges, Lokalise reserves the right to suspend the Services or terminate the Agreement without any obligation to provide a refund.

### **5.3 Suspension**

Lokalise reserves the right to suspend or terminate access to the Platform for any account that exceeds Fair Usage or breaches agreed service limits. If Lokalise determines or reasonably suspects that the Customer or its Authorized Users have engaged in any Prohibited Activities or otherwise violated this Section 5, Lokalise may, without prior notice and at its sole discretion, suspend the Services or block access to the Platform, without prejudice to any other remedies available under applicable law. Lokalise is under no obligation to take action against any Customer, Authorized User, or third party for violations but reserves the right to do so. Where practicable, Lokalise shall use commercially reasonable efforts to provide advance notice of any suspension or blockage. Upon resolution of the issue giving rise to the suspension, Lokalise will promptly reinstate access to the Platform in accordance with this Agreement.

### **5.4 Users and Platform Access**

The Customer shall ensure that all Authorized Users comply with this Agreement and all applicable laws when accessing and using the Platform and Services. Any breach of this Agreement by an Authorized User shall be deemed a breach by the Customer. Lokalise reserves a right to block access in reference to section 5.1., in particular to point n) and m) (sanctions).

### **5.5 Unauthorized Access**

The Customer shall employ commercially reasonable efforts to prevent unauthorized access to the Platform, including safeguarding passwords and login credentials. The Customer shall promptly notify Lokalise of any known or suspected unauthorized use or security breach and shall use best efforts to halt such unauthorized use or breach.

## **6. Confidentiality**

### **6.1. Definition of Confidential Information.**

“Confidential Information” means:

- (a) the terms and conditions of the Customer Order and any technical or performance information about the Services that is not publicly available;
- (b) any carve-outs from this Agreement agreed upon in writing between Lokalise and the Customer;
- (c) any non-public Customer Data;
- (d) any other information related to a party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure (and, in the case of oral disclosures, summarized in writing within ten (10) calendar days of the disclosure and delivered to the receiving party), or which, by its nature, a reasonable person would understand to be confidential.

**Trade secrets**, as defined under applicable law, shall also be treated as Confidential Information.

## **6.2. Exclusions.**

Confidential Information does not include information that:

- (a) becomes generally known to the public through no act or omission of the receiving party in breach of this Agreement;
- (b) was in the receiving party's lawful possession prior to disclosure without restriction on use or disclosure;
- (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or
- (d) is lawfully received from a third party without restriction and without breach of any duty of confidentiality.

For the avoidance of doubt, the fact that the Customer uses Lokalise Services shall not be treated as Confidential Information.

## **6.3. Use and Non-Disclosure Obligations.**

The receiving party shall:

- (a) use the disclosing party's Confidential Information solely for the purpose for which it was disclosed;
- (b) not disclose such Confidential Information to any third party except to its directors, officers, employees, investors, attorneys, consultants, sub-contractors, or service providers who have a legitimate need to know and are bound by confidentiality obligations at least as protective as those set forth herein; and
- (c) protect the disclosing party's Confidential Information with the same degree of care as it uses to protect its own confidential information of similar importance, but in no event less than a reasonable degree of care.

These obligations shall apply during this Agreement and for a period of **five (5) years after disclosure** of the Confidential Information, **except that with respect to trade secrets, such obligations shall continue for so long as the information remains a trade secret under applicable law.**

Notwithstanding the foregoing, the Customer expressly authorizes Lokalise to use and process Customer Data as described in Lokalise's Privacy Policy.

## **6.4. Equitable Relief.**

Each Party agrees that a breach of this Section 6 may cause the disclosing party irreparable harm for which monetary damages may be inadequate, and that the disclosing party shall be entitled to seek injunctive or other equitable relief to prevent or curtail any actual or threatened breach, in addition to any other remedies available at law or in equity, and without the requirement of posting bond.

## **6.5. Return or Destruction of Confidential Information.**

Upon termination of this Agreement or upon the disclosing party's written request, the receiving

party shall promptly return or destroy all Confidential Information in its possession or control and, upon request, certify such return or destruction in writing.

## **7. Representations and Warranties**

### **7.1. DISCLAIMERS**

**EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU AGREE THAT USE OF THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. TO THE EXTENT YOUR JURISDICTION IMPOSES MANDATORY LAW THAT DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU.**

### **7.2. Mutual Representations and Warranties.**

Each party represents and warrants that:

- (a) it has full power and authority to enter into, execute, and perform its obligations under this Agreement, and that no contract, agreement, claim, litigation, or other legal impediment known to it would materially impair its ability to do so;
- (b) it is a legal entity duly organized, validly existing, and authorized to conduct business under the laws of its jurisdiction; and
- (c) this Agreement has been duly executed by an authorized representative with the legal capacity to bind the party.

### **7.2. Representations and Warranties from Lokalise.**

Lokalise represents and warrants that:

- (a) it is the owner or valid licensee of the Platform and all components thereof, and it has and will maintain the authority to grant the rights provided under this Agreement;
- (b) the Platform will materially conform to the Documentation; and
- (c) Lokalise will not materially reduce the overall functionality of the Services during the Term.

These warranties do **not apply** to:

- (i) use of the Platform in combination with any third-party products or services (including Integrated Products); or
- (ii) use with hardware or software not provided or approved by Lokalise.

### **7.3. Limited Remedies.**

In the event of a breach of the warranty set forth in Section 7.2, Lokalise shall, at its sole discretion and expense, promptly take one or more of the following actions:

- (a) procure for the Customer the continued right to use the affected functionality of the Platform;

- (b) replace or modify the Platform to render it non-infringing or to restore material conformity with the Documentation;
- (c) provide substitute functionality of materially equivalent performance; or
- (d) if none of the foregoing can be achieved on commercially reasonable terms, terminate the affected features or the Agreement and refund to the Customer any prepaid Fees for the remainder of the Term on a prorated basis.

This Section 7.3 sets forth Lokalise's **sole liability**, and the Customer's **exclusive remedy**, for any breach of the warranties in Section 7.2.

#### **7.4. Representations and Warranties from the Customer.**

The Customer represents and warrants that:

- (a) it owns, or has obtained all necessary rights, licenses, and consents to use and authorize the use of the Customer Data as contemplated in this Agreement;
- (b) the Customer Data is lawful, does not infringe third-party rights, is free of harmful code or viruses, and may be lawfully processed in accordance with this Agreement;
- (c) the Customer and its Authorized Users will comply with the acceptable use requirements set forth in Section 5.1 and with all applicable technical and contractual restrictions described in this Agreement and the Documentation;
- (d) the Customer is not: (i) located in, organized under the laws of, or ordinarily resident in any country or territory that is the subject of comprehensive U.S. economic sanctions; (ii) identified on any U.S. government restricted party list, including the Specially Designated Nationals (SDN) List, Denied Persons List, or Entity List; or (iii) owned or controlled, directly or indirectly, by any person or entity described in (i) or (ii); and
- (e) the Customer will not export, re-export, transfer, or otherwise make available the Platform or any related technical information in violation of applicable export control, trade sanctions, or anti-boycott laws of the United States or any other relevant jurisdiction, including but not limited to the Export Administration Regulations (EAR) and U.S. Treasury Department regulations.

### **8. Indemnifications**

#### **8.1. Lokalise's Indemnity.**

Lokalise shall defend, indemnify, and hold harmless the Customer and its Associates (defined below) from and against any third-party claim, suit, or proceeding (an "Indemnified Claim") arising from: (a) allegations that access to or use of the Platform or Services infringes or misappropriates a third party's intellectual property rights (b) unauthorized disclosure of Personal Data or other Customer Confidential Information by Lokalise or its employees, agents, or contractors, in violation of applicable Data Protection Laws; or (c) willful misconduct by Lokalise in the performance of the Services.

All claims for indemnification under this Section 8.1 must be raised within **twelve (12) months** of the event giving rise to the claim.

“Customer’s Associates” means the Customer, its Affiliates, and their respective officers, directors, employees, successors, and assigns.

**Exclusions.** Lokalise shall have no obligation to indemnify the Customer to the extent any Indemnified Claim arises from: (i) the Customer’s breach of this Agreement;(ii) modifications to the Platform not made or expressly authorized by Lokalise; (iii) use of the Platform in combination with Integrated Products or with unauthorized hardware/software;(iv) allegations that do not specifically assert the Platform or Services as the basis of the Indemnified Claim; or (v) the Customer’s failure to implement an Update provided by Lokalise that would have avoided the alleged infringement, if offered at no additional cost beyond agreed Fees.

## **8.2. Customer’s Indemnity.**

The Customer shall defend, indemnify, and hold harmless Lokalise and its Associates from and against any third-party claim, suit, or proceeding arising from: (a) the transmission of Prohibited Content through the Platform; (b) unauthorized disclosure of Personal Data or other Customer Confidential Information caused by the Customer or its Authorized Users, in violation of applicable Data Protection Laws; or (c) any willful act or omission by the Customer or its Authorized Users that results in damages or losses to Lokalise.

All claims for indemnification under this Section 8.2 must be raised within **twelve (12) months** of the event giving rise to the claim.

“Lokalise’s Associates” means Lokalise, its Affiliates, and their respective officers, directors, employees, successors, and assigns.

## **8.3. Indemnification Procedure.**

The indemnification obligations in Sections 9.1 and 9.2 are subject to the following conditions:

(i) the indemnified party must promptly notify the indemnifying party in writing of the claim (delay in notification will not relieve the indemnifying party of its obligations unless materially prejudiced);(ii) the indemnifying party may assume sole control of the defense and settlement of the claim; (iii) the indemnified party shall provide reasonable cooperation at the indemnifying party’s cost; and (iv) the indemnifying party shall not settle any claim without the indemnified party’s prior written consent, which shall not be unreasonably withheld, **provided that** the indemnified party may reject any settlement that:(a) requires an admission of wrongdoing,(b) imposes ongoing affirmative obligations, or(c) does not fully release the indemnified party from all liability.

# **9. Limitations of Liability**

## **9.1 Exclusion of Consequential Damages**

In no event shall either party be liable to the other for any consequential, indirect, special, incidental, or punitive damages, or for any direct damages arising in the form of lost profits, loss of business, or loss of data, whether arising out of or relating to this Agreement or the

performance or breach thereof, even if such party knew or should have known of the possibility of such damages, and even if any remedy provided in this Agreement fails of its essential purpose.

## **9.2 Liability Cap**

Each party's total aggregate liability for all claims arising out of or relating to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total Fees paid by the Customer to Lokalise during the twelve (12) months immediately preceding the date of the event giving rise to the claim.

## **9.3 Specific Exclusions**

Lokalise shall not be liable for: (a) the legitimacy or accuracy of Customer Data or any intellectual property claims related to the Customer Data or Content; (b) any damages or claims arising from the transfer or processing of Sensitive Information; (c) any downtime, suspension, or unavailability of the Platform or Services resulting from Force Majeure events; (d) any unauthorized access to the Customer's account(s) caused by the gross negligence or willful misconduct of the Customer or its Authorized Users; or (e) suspension of the Customer's access to the Platform or termination of this Agreement in accordance with Section 11.2 ("Termination for Cause").

## **9.4 Applicability and Scope**

The foregoing limitations and exclusions apply: (a) to liability for negligence; (b) regardless of the legal theory (whether contract, tort, strict liability, or otherwise); (c) even if a party has been advised of the possibility of such damages; and (d) even if any remedy fails in its essential purpose. If applicable law limits any provision of this Section 10, liability will be limited to the maximum extent permitted by such law. The foregoing limitations and exclusions shall also apply to each party's affiliates, subsidiaries, and their respective officers, directors, employees, and agents.

## **9.5 Time Limitation for Claims**

No action, regardless of form, arising out of or relating to this Agreement may be brought by Customer more than twelve (12) months after the cause of action has accrued.

# **10. Display of Logos and Publicity**

## **10.1 Logo Use and Publicity**

The Customer agrees that Lokalise may use the Customer's name and logo for marketing purposes and free trial references unless the Customer opts out by providing written notice. Neither party shall issue any press release, public announcement, or marketing materials referencing the other party or its trademarks, trade names, logos, or domain names without the other party's prior written consent, except that Lokalise may use the Customer's name and logo solely to identify the Customer as a customer on Lokalise's website and in marketing materials. The Customer hereby grants Lokalise a limited, non-transferable, revocable right to such use, subject to the Customer's brand guidelines and applicable trademark attribution requirements.

## 10.2 Marketing Covenants

(a) **Joint Marketing Efforts.** Customer agrees to joint marketing activities, including case studies, white papers, webinars, and conference participation. Neither party shall be obligated to participate in any specific marketing initiative without its prior written consent.

(b) **Customer Testimonials.** The Customer agrees, to provide a testimonial or participate in a case study showcasing the Customer's use of the Lokalise Platform and Services.

(c) **Opt-Out Rights.** Customer may revoke any previously granted marketing or publicity consent by providing written (including email) notice to the other party, in particular in Customer Order. Upon such notice, the other party shall cease the specified use within a commercially reasonable timeframe.

(d) **No Endorsement.** Unless expressly agreed in writing, participation in joint marketing activities shall not be construed as an endorsement of either party's products or services.

## 11. Term and Termination

### 11.1. Term.

This Agreement shall commence on the Effective Date specified in the applicable Customer Order and shall remain in effect for the Subscription Term.

Thereafter, the Agreement and the applicable Customer Order shall automatically renew for successive periods: of **twelve (12) months**, or such other renewal term specified in the Customer Order, unless the Customer provides prior written notice of non-renewal as follows:

- **For annual or longer terms:** at least **ninety (90) calendar days** before the end of the current Term;
- **For fixed terms shorter than one (1) year but longer than one (1) month:** at least **thirty (30) calendar days** before the end of the Term;
- **For monthly subscriptions:** at least **seven (7) calendar days** before the renewal date.

In such case, the Agreement and the relevant Customer Order shall terminate on the expiration of the then-current Term or such later date as may be specified in the Customer's notice of termination, unless the Parties agree otherwise (renewal upon new terms).

**Termination for convenience is expressly excluded.** Neither party may terminate this Agreement or any Customer Order except as expressly permitted in this Section 11.

### 11.2. Termination for Cause.

Either Party may terminate this Agreement or any applicable Customer Order with immediate



effect by written notice if the other Party:

- (i) materially breaches this Agreement and fails to cure such breach within **fourteen (14) calendar days** of receiving written notice;
- (ii) ceases operations without a successor; or
- (iii) becomes subject to any voluntary or involuntary proceeding under applicable bankruptcy, insolvency, or similar laws, and such proceeding is not dismissed within sixty (60) days.

### **11.3. Effects of Termination.**

Upon expiration or termination of this Agreement for any reason:

- (a) Lokalise shall discontinue the Customer's access to the Platform and deactivate the Account within **six (6) months** of the effective termination date, unless earlier deactivation is expressly requested by the Customer;
- (b) the Customer shall cease all use of the Services and delete, destroy, or permanently erase all copies of the Documentation in its possession or control; and
- (c) upon written request from the Customer, Lokalise shall delete, destroy, or permanently erase all Customer Data, including Personal Data and Confidential Information, unless retention is required under applicable law, regulation, or valid legal order.

## **12. Miscellaneous**

### **12.1. Affiliates' Orders.**

An Affiliate of the Customer may enter into its own Customer Order(s) with Lokalise as mutually agreed. Each such Order shall form a separate agreement between that Affiliate and Lokalise, incorporating the terms of this Agreement, with such Affiliate treated as the "Customer." Neither the Customer nor any of its Affiliates shall have any rights under each other's agreements or Customer Orders with Lokalise unless explicitly stated. A breach or termination of one such agreement or Customer Order shall not constitute a breach or termination of any other.

### **12.2. Beta trials.**

If You are offered or receive access to a Service or features on a free or trial basis, or as an alpha, beta, experimental, pre-release or early access offering (collective, "Betas"), Your use is limited to internal evaluation only and restricted to the time period designated by Lokalise (or if not designated, no more than 30 days). Your use of or access to Betas is purely optional. YOU HEREBY ACKNOWLEDGES THAT BETAS MAY BE INOPERABLE, INCOMPLETE, CONTAIN BUGS OR INCLUDE FEATURES THAT DON'T WORK AND ACCESS TO OR USE OF ANY BETA IS AT YOUR OWN RISK, WITHOUT ANY WARRANTY OR GUARANTEE, AND ARE PROVIDED "AS-IS" ONLY. IF YOU ARE NOT COMFORTABLE WITH THESE TERMS, DO NOT USE OR ACCESS THE SERVICE OR FEATURE IN BETA. ALSO BE AWARE THAT LOKALISE MAY TERMINATE OR SUSPEND ACCESS TO OR USE OF ANY BETA SERVICE OR FEATURE AT ANY TIME WITHOUT NOTICE, AND LOKALISE MAY NEVER RELEASE A BETA SERVICE OR FEATURE, IN ITS SOLE DISCRETION. IN ALL CASES AND NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, YOU HEREBY UNCONDITIONALLY UNDERSTANDS AND AGREES THAT LOKALISE'S AGGREGATE

LIABILITY WITH REGARD TO ANY BETA SERVICE OR FEATURE WILL NOT EXCEED US\$50.

### **12.3. Prime Contact. Notices.**

All legal notices, demands, or other formal communications required or permitted under this Agreement shall be deemed properly given when (a) delivered by registered or certified mail, return receipt requested, to the recipient's registered address, or (b) sent via email to the designated legal or primary contact email address. For the Customer, the email address of the Prime Contact—as designated either during onboarding or within the Platform—shall serve as the official address for legal correspondence and shall be deemed legally binding for all purposes under this Agreement. For the avoidance of doubt, if no specific contact email address is designated by the Customer, any email address provided (including those of any contact person) shall be deemed the primary contact for all contractual and operational communication. It is the sole responsibility of the Customer to ensure that all relevant contact information, including email addresses, is kept up to date. Failure to update such information may result in notifications being deemed validly delivered, even if the designated email address is no longer active or accessible.

For Lokalise, the official legal correspondence address is: [legal@lokalise.com](mailto:legal@lokalise.com). Each party agrees that communications sent to the above-mentioned email addresses shall constitute valid and effective notice, unless and until such address is updated in writing by the respective party.

### **12.3 Amendments.**

Lokalise reserves the right to amend the terms of this Agreement, including any referenced documents, policies, or attachments. In such cases, Lokalise shall notify the Customer of the proposed amendments by email or through the Platform. Unless the Customer objects in writing within thirty (30) days of such notice, the amended terms shall be deemed accepted and effective as of the date specified in the notice. However, if this Master Services Agreement (MSA) has been executed in writing and signed by both parties, any amendment, modification, or variation shall only be valid if made by way of a written annex or amendment agreement signed by both parties in the same form as the original Agreement (e.g., electronically or physically, as applicable).

### **12.4. Force Majeure.**

Except for payment obligations, neither party shall be liable for delay or failure to perform due to causes beyond its reasonable control, including but not limited to denial-of-service attacks, cyberattacks, internet or utility outages, pandemics, labor disputes, natural disasters, war, terrorism, or governmental actions (“Force Majeure”). Either party may terminate this Agreement with five (5) calendar days’ notice if a Force Majeure event continues for more than thirty (30) days, without refund of prepaid fees.

### **12.5. Assignment & Successors.**

Neither party may assign this Agreement without the prior written consent of the other, except to (a) its Affiliate, or (b) a successor in interest in the event of a merger, acquisition, or sale of substantially all assets. Any assignment in violation of this provision shall be void. Subject to the foregoing, this Agreement shall bind and benefit the parties and their permitted successors and assigns.

#### **12.6. Severability.**

If any provision of this Agreement is held invalid or unenforceable, such provision shall be interpreted to fulfill its intended purpose to the maximum extent permitted by law, and the remainder of the Agreement shall remain in full force and effect.

#### **12.7. No Waiver.**

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise preclude any further exercise. Any waiver must be explicit, in writing, and signed by an authorized representative of the waiving party.

#### **12.8. Governing Law, Jurisdiction, and Dispute Resolution**

##### **a) Governing Law and Jurisdiction**

This Agreement and any claim, dispute, or controversy arising out of or relating to it, including its formation, interpretation, performance, or breach (a "Dispute"), shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles.

**Jurisdiction for any Dispute shall be determined based on the Customer's principal place of business as follows:**

##### **1. European Union Customers**

If the Customer's principal place of business is located in a Member State of the European Union, the parties agree to submit to the exclusive jurisdiction of the courts of Ireland.

##### **2. United Kingdom Customers**

If the Customer's principal place of business is located in the United Kingdom, the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

##### **3. United States and All Other Customers**

If the Customer's principal place of business is located in the United States or any other jurisdiction not covered by subparagraphs (1) or (2), the parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Delaware, United States.

**(b) Injunctive Relief**

Notwithstanding the foregoing, either party may seek injunctive or equitable relief at any time from a court of competent jurisdiction to prevent or restrain the unauthorized use or disclosure of Confidential Information or the infringement of intellectual property rights.

**12.9. Conflicts.**

This Agreement, together with all Customer Orders, Contracts, annexes, schedules, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Agreement and those of any Customer Order or Contract, the following order of precedence shall apply: (a) first, the effective Customer Order; (b) second, this Agreement, including all annexes and schedules. For the avoidance of doubt, any Customer purchase orders or business forms, requests for proposal, supplier/vendor forms, and questionnaires shall not amend or modify this Agreement and are expressly rejected by Lokalise; such documents are for administrative purposes only and have no legal effect.

**12.10. Headings.**

The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**12.11. Independent Contractors.**

The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

**12.12. Entire Agreement.**

This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

**12.13. Acceptance of the Agreement.**

Written acknowledgment of the Customer Order by email from an authorized representative of the Customer, the commencement of access to the Platform, or payment of the Fees by the Customer shall be deemed an effective acceptance of this Agreement, including any documents incorporated herein by reference.

**12.14. Electronic Signing.**

This Agreement may be executed in several counterparts, including by acceptance of the Customer Order with reference to this Agreement, exchange of electronic copies, DocuSign

envelopes, and PDFs, each of which shall be deemed an original and which together form one and the same agreement under the U.S. Electronic Signatures in Global and National Commerce Act.

## **ANNEX A “Definitions”**

“Adds-on” are optional, separately purchased functionalities that enhance or extend the capabilities of the core subscription plan. They are not included in the base offering and are intended to provide additional features or services tailored to the Customer’s needs.

“Account” means the primary virtual part of the Platform designated for accessing the Platform for the Authorized Users of the Customer.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Authorized User” means an individual natural person, whether an employee, business partner, contractor, affiliate, representative, or agent of the Customer who is registered or permitted by the Customer to access the Platform and/or use the Services subject to this Agreement and the Customer Order.

“Bundles” refer to predefined usage packages that include a set number of units (e.g., Processed Words or other applicable metrics) available for use within a specified Subscription Term. Bundles are separate from the core Plan and may be purchased independently to increase usage allowances. Each Bundle expires upon consumption of all included units or at the end of the Subscription Term—whichever occurs first. Bundles are not prorated, may vary by Subscription Plan, and are further detailed in the applicable Customer Order or Documentation.

“Confidential Information” has the meaning ascribed to it in Section 6 hereof.

“Content” means information, including but not limited to, files, folders, strings of text, texts, design layouts, source code, pictures, video, and other images, audio materials, graphics, document or data files, messages and other communications, personalization settings, and other information and/or content, which is or may be Transferred through the Platform by the Customer or the Authorized Users, including the Content generated by the Customer’s end-users.

“Contracts” means collectively (i) this Agreement with annexes, (a) Lokalise Privacy Policy; (b) Lokalise Cookies Policy; and (c) any other operating rules, policies, and documents that may be published from time to time by Lokalise on the Website which shall be incorporated herein by reference.

“Customer” means a legal person that has accepted this Agreement and purchased a subscription for Lokalise’s enterprise plan.

“Customer Data” means jointly the Content, the Customer Personal Data, as well as any other information that the Customer and/or the Authorized Users Transfers to Lokalise in connection with the use of the Services.

“Customer Order” means an outstanding and effective document specifying details of the Customer’s Subscription. Each Customer Order executed by the Customer and Lokalise will be deemed an integral part of this Agreement.

“Customer Personal Data” means Personal Data that Lokalise processes as a data processor for the Customer for the purpose of providing the Services. The Customer Personal Data includes Personal Data that the Customer Transfers in connection with its use of the Services and the Platform.

“Data Protection Laws” means all laws and regulations, including laws and regulations of the United States of America, the European Union (the “EU”), the European Economic Area (the “EEA”) and their member states, Switzerland and the United Kingdom, applicable to the Processing of Customer Personal Data for the purposes of the Services.

“Documentation” means Lokalise's documentation related to use of the Platform and the Services, posted on the Website or otherwise provided to the Customer in connection with this Agreement.

“EU Customer” means a Customer (a) established in the European Union/EEA, or (b) receiving Data Processing Services performed in the EU/EEA.

“EU Personal Data” means Customer Personal Data that is (a) originating from or located in the EEA, or (b) is Personal Data of EEA data subjects or any combination of the foregoing.

“Fair Use of "Unlimited" Services” Where the Platform offers services described as "unlimited," such usage is subject to a fair use policy. "Unlimited" does not imply infinite or unrestricted use, but rather usage that is reasonable and consistent with the normal, expected operation of the services for a typical user. We reserve the right to monitor usage patterns and, in cases where your use materially exceeds average usage levels and places an undue burden on our infrastructure or impacts the experience of other users, we may take appropriate action. This may include limiting your usage, throttling access, temporarily suspending your account, or requiring you to upgrade to a higher Plan, purchase a Bundle. We will make reasonable efforts to notify you and discuss potential solutions before imposing any restrictions, unless immediate action is required to preserve the integrity of our services.

“Fees” means a payment for using the Platform under the Subscription as agreed between Lokalise and the Customer in the Customer Order and/or any other regular payments for using the Services as agreed herein.

“Feedback” means any suggestions, comments, bug reports, feedback, or suggested modifications for the Lokalise Platform and/or Services from our Customers and Authorized Users or any other person.

“IP Rights” means any right, title, and interest in any registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Personal Data” means information about an identified or identifiable natural person that (a) can be used to identify, contact, or locate a specific individual; (b) can be combined with other information that can be used to identify, contact or locate a specific individual; or (c) is defined as “personal data” or “personal information” by applicable Data Protection Laws relating to the collection, use, storage, or disclosure of information about an identifiable individual.

“Plans” means the pricing tiers and related usage entitlements offered by Lokalise, including but not limited to limitations on Processed Words or other feature availability, as selected by the Customer in the Customer Order.

“Processed Words” means the number of words processed by the Customer within the Platform for translation. This includes all words (at the key level) involved in each translation update, whether for the base language or any target language. Processing includes but is not limited to translation, revision, machine translation, or workflow movement.

“Prohibited Content” means any Customer Data (including software, text, images or other information) that: (a) is unlawful and/or promotes unlawful activities; (b) defames, harasses, abuses, threatens or incites violence towards any individual or group; (c) is pornographic, discriminatory and/or otherwise victimizes and/or intimidates an individual and/or group on the basis of religion, gender, sexual orientation, race, ethnicity, age and/or disability; (d) is spam, is machine- or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation and/or any form of lottery and/or gambling; (e) contains any Sensitive Information; (f) contains and/or installs any viruses, worms, malware, Trojan horses and/or other content that is designed or intended to disrupt, damage and/or limit the functioning of any software, hardware, and/or telecommunications equipment and/or to damage and/or obtain unauthorized access to any data and/or other information of any third party; (g) infringes upon any IP Rights of any party; (h) impersonates any person or entity, including any of our employees or representatives; and/or (i) violates the privacy of any third party.

“Project” means the set of interrelated textual items (segments) to be translated by the Customer’s Authorized Users in the Team’s Workspace.

“Platform” means Lokalise’s proprietary online platform (including the Website and all the other technologies) designed for managing the localization and translations of mobile apps, web, games, IoT, SaaS, other software products, marketing and other digital content. For the avoidance of doubt, all references to the “Platform” in this Agreement also include the Lokalise Services.

"Privacy Policy" means Lokalise's privacy policy, currently posted at <https://lokalise.com/privacy-policy>.

"Sensitive Information" means any personal data of a Customer's end-users and/or any other Customer Data that is subject to heightened security requirements as a result of the Customer's internal policies or practices or by any law or regulation applicable to the Customer (examples include but are not limited to the U.S. Health Insurance Portability and Accountability Act (HIPAA), the Gramm–Leach–Bliley Act (GLBA), Family Educational Rights and Privacy Act (FERPA)).

"Services" means the set of software and software-as-a-service (SaaS) translation and localization tools and services that Lokalise may provide from time to time via the Platform or third-party resources, including elements of translation management system/software (TMS), computer-assisted translation (CAT), neural, machine, and human translations or a combination thereof, other productivity, workflow, software development, and other tools and services, on a subscription, pay-as-you-go, prepayment, and/or usage/consumption basis.

"Subscription" means confirmation of the Customer's rights to access the Platform and/or use the Services under the Plan as described in the Customer Order in exchange for payment of the applicable Fees during period indicated in the outstanding Customer Order.

"Taxes" means any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, applicable in any jurisdiction.

"Team's Workspace" means a designated virtual space where Authorized Users may create Projects and access the Services.

"Transferred" and cognates means provided, uploaded, downloaded, created, generated, submitted, distributed, imported, exported, posted, and/or otherwise made available through the Platform.

"Website" means an interface of the Platform compiled of all web documents (including images, CSS, and HTML files) made available via <https://lokalise.com> or its sub-domains or domains under other top domains and owned by Lokalise.