

TECHNOLOGY LICENSE TERMS FOR RWS SUITE OF PRODUCTS

These TECHNOLOGY LICENSE TERMS ("Agreement") set out the terms and conditions applicable to your access to and use of the Services (as defined below) and are agreements between SDL Limited (a part of the RWS Holdings plc Group) and or on behalf of its affiliates and subsidiaries ("SDL" or "We") and the legal entity you or you represent ("Client"). By accepting this Agreement (acceptance is made by clicking on the box that means acceptance, entering a software encryption code, or signing an Order Form referring to this Agreement), you agree to the terms of this Agreement.

IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. LICENSED PRODUCT QUANTITIES, DESCRIPTIONS, PURCHASED OPTIONS AND NUMBER OF USER(S) WILL BE DEFINED IN AN ORDER FORM OR OTHER VALID FORM OF AGREEMENT ACKNOWLEDGED IN WRITING BY SDL OR THE PARTY WHO PROVIDED THIS LICENSED PRODUCT TO YOU ("ORDER FORM"). IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS, OR USE THE SOFTWARE AND PROMPTLY RETURN THE UNUSED SOFTWARE TO THE PARTY FROM WHOM YOU OBTAINED THE SOFTWARE.

If you are a direct competitor of our company, please refrain from accessing the Licensed Product unless you have our prior written consent. In addition, you may not access the Licensed Products for the purpose of monitoring the availability, performance or functionality of the Licensed Products, or for any other benchmark or competitive purpose.

Article 1. Definitions

1.1 "Affiliates" means an entity controlled by a party. The word "control" shall, in the context of a corporation, mean direct beneficial ownership of at least fifty per cent (50%) of the shares entitled to vote for members of the Board of Directors of such corporation, and, in the context of any other business entity, shall mean the right to exercise similar management and control over such entity.

1.2 "Confidential Information" means this Agreement, the pricing and Fees associated herewith, the Licensed Product, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, and any other written or electronic information that is either (i) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential and/or proprietary, or (ii) not marked or accompanied by notice that it is confidential



1.3. "Authorized Users" has the meaning set forth in the relevant Order Form.

1.4 "Documentation" means the manuals and other technical and functional documentation provided by SDL to Client for use with the Licensed Product.

1.5 "Fees" means the fees for the Licensed Product and related Support Services as specified in the relevant Order Form.

1.6 "Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country which is a party to the Berne Convention.

1.7 "Licensed Product" means the software products as specified in the relevant Order Form or any addendum thereto, made available either in object code form or on-line by SDL from time to time.

1.8. "Order Form" means the Order Form for Services entered into by the parties and referencing this Agreement.

1.9. "Support" means the technical support service more particularly set forth in Exhibit A which is to be provided by SDL to Client.

1.10. "Term" has the meaning set forth in the relevant Order Form.

1.11 "Support Level" means the Support package purchased by the Client as detailed under the Order Form.

1.12 "Third Party Software" means the software programs designated in the relevant Order Form as a third party software program.

2. License Grant and Restrictions

2.1 **License.** Subject to the terms and conditions of this Agreement, SDL grants Client a non-exclusive, non-sublicensable, non-transferable, limited license to use the Licensed Product and Documentation, limited to the terms of the relevant Order Form, and only for Client's internal use. Except for archival purposes, Client may not use or store any copies of the Licensed Product unless expressly authorized in writing by SDL in the applicable Order Form. SDL reserves all rights and licenses in and to the Licensed Product not expressly granted to Client under this Agreement.

2.2 **Third Party Software.** In the event that there is any Third Party Software provided by SDL to Client under an Order Form, such Third Party Software shall be governed by the license agreement provided by the licensor of such Third Party Software. ;

Article 3. Restrictions

3.1 Client shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Licensed Product, and shall notify SDL promptly of any such unauthorized use. Client shall not transmit any data that it has reason to believe is

form or means the Licensed Product or the Documentation, (b) rent, transfer, lease, loan, resell for profit or otherwise, distribute, or otherwise grant any rights in the Licensed Product in any form to any other party in whole or in part, including without limitation to provide processing services to their parties for commercial timesharing or for rental or sharing arrangements, (c) modify, adapt, decompile, disassemble, reverse engineer, create derivative works or otherwise attempt to derive source code from the Licensed Product (or hosting environment, if applicable) in whole or in part, (d) or remove, modify, obscure and/or otherwise deface any copyright, trademark or other proprietary rights notices in the Licensed Product or Documentation.

Article 4. Payments and Audit Rights

4.1 **Fees.** Unless otherwise agreed in a relevant Order Form all Fees will be defined and payable in accordance with the applicable Order Form. All Fees will be due and payable within thirty (30) days from the date of SDL's invoice. All Fees are stated and payable in the currency detailed in the relevant Order Form. All Fees are non-cancellable and non-refundable.

4.2 **Interest.** Except for any amounts disputed in good faith, all past due amounts will incur interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less. Client will reimburse SDL for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

4.3 **Taxes.** All Fees set forth in the applicable Order Form are exclusive of any sales, withholding taxes, value-added, or other similar taxes imposed by applicable law that SDL must pay based on the Licensed Product and related services ("Taxes"). Client agrees to pay or reimburse SDL for all such relevant taxes, except for taxes based on SDL's income (which shall be the responsibility of SDL). If SDL has the legal obligation to pay or collect Taxes for which Client is responsible under this Section. Client will pay that amount unless Client can provide SDL with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.4 **Renewals.** SDL may increase the fees for the Licensed Product / Support by not more than the higher of five percent (5%) and the Consumer Price Index (CPI) applicable in the jurisdiction defined in Section 16.2, in any subsequent renewal term, as set forth in the relevant Order Form.

4.5 **Reporting and Audit.** Client shall keep complete and accurate books and records of its use of the Licensed Product to demonstrate its compliance with this Agreement. Further, SDL may audit Client's use of the Licensed Product in order to verify compliance with this Agreement. An audit shall occur no more frequently than once annually at SDL's expense. All audits shall be conducted during regular business hours and shall not unreasonably interfere with Client's business activities. SDL shall schedule any audit at least thirty (30) days in advance. If any audit by SDL yields any deficiency in the amounts that should have been paid to SDL, Client shall promptly remit payment to SDL of such amounts plus interest calculated at a rate of 1.5% per month from the date on which such payment became due or the highest rate permitted by law, whichever is lower. In addition, if an audit by SDL yields a deficiency of 5% or more in the amounts that should have been paid to SDL, Client will promptly reimburse SDL for all reasonable costs of the audit.

Article 5. Term and Termination

automatically renew for all available offerings at the end of the initial Term (or any renewal Term thereafter) for additional one (1) year periods, unless Client has provided SDL with a written termination notice of its intention not to renew the relevant Order Form and/or Agreement at least sixty (60) days prior to the expiration of the then current Term.

5.2 Termination. This Agreement, including all licenses granted hereunder, may be terminated as follows: (a) by either party with immediate effect if the other party fails to perform any of its material obligations under this Agreement and such failure continues for thirty (30) days after receipt of written notice; (b) by either party with immediate effect upon written notice in the event that the other party: (i) becomes insolvent; (ii) makes an assignment for the benefit of creditors; (iii) files a voluntary bankruptcy petition; (iv) acquiesces to any involuntary bankruptcy petition; (v) is adjudicated bankrupt; or (vi) ceases to do business; or (c) by SDL immediately upon written notice of termination in the event of any breach of Section 2 (Grant of License).

5.3 Effect of Termination. Upon the expiration or termination of this Agreement, Client shall immediately cease use of the Licensed Product or Support and each party shall immediately cease use of the Confidential Information of the other party, and each party shall return or, at its option, destroy the materials referred to in the foregoing sentence from all equipment and electronic and other media, including all copies thereof. Each party shall certify in writing its compliance with the foregoing upon the request of the other party.

5.4 Survival. The rights and obligations of the parties which by their nature extend beyond the expiration or termination of the Agreement shall survive termination or expiry of this Agreement for any reason.

Article 6. Warranties

6.1 Limited Warranty. For On Premise Licensed Products:- SDL warrants to Client that, for a period of ninety (90) days from the effective date of the applicable Order Form (the "Warranty Period"); the Licensed Product delivered pursuant to such Order Form will substantially perform in accordance with the Documentation.

Limited Warranty. For Cloud based Licensed Products:- SDL warrants that, for the Term of the applicable Order Form ("Warranty Period") that the Licensed Products will substantially conform in accordance with Documentation. The foregoing warranty shall not apply if the Licensed Product has not been properly used at all times in accordance with the Documentation.

6.2 Sole Remedy. If the Licensed Product fails to perform substantially in accordance with the Documentation, Client must notify SDL in writing within the Warranty Period. As Client's sole and exclusive remedy and SDL's entire liability for any breach of the warranty set forth in this Section, SDL will, at its option: (a) promptly correct any Licensed Product that fails to meet this warranty; (b) provide Client with a reasonable procedure to circumvent the nonconformity; or (c) refund the Fees under the relevant Order Form paid by Client for the non-conforming Licensed Product.

6.3 The warranty set herein shall not apply to Licensed Products which are On Premise if: (i) the Licensed Product has not been properly installed or used at all times in accordance with the Documentation and supported platforms; (ii) Client (either itself or via a third party on its behalf) has modified the Licensed Product; (iii) Client has combined the Licensed Product with other software or hardware not provided or approved by SDL pursuant to the documentation; or (iv) the Licensed Product has

6.4 **Disclaimer.** SDL does not warrant that the Licensed Product will meet Client's requirements, that the operation of the Licensed Product will be error-free, timely or the operation therefore will be uninterrupted or that all Licensed Product errors will be corrected. EXCEPT AS PROVIDED IN SECTION 6.1, THE LICENSED PRODUCT HEREUNDER ARE PROVIDED "AS IS" AND SDL MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE LICENSED PRODUCT OTHER THAN THAT THE LICENSED PRODUCT WILL CONTINUE TO MEET THE DOCUMENTATION. SDL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. No advice or information, whether oral or written, obtained from SDL or elsewhere will create any warranty not expressly stated in this Agreement.

Article 7. Limitation of Liability

7.1 IN NO EVENT SHALL EITHER PARTY, ITS DIRECTORS, OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, HOWEVER CAUSED AND WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE, KNOWN, FORESEEN, OR A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SDL's total cumulative liability under this Agreement shall not exceed the amount of the fees paid by Client for the Licensed Product and Support Services, as applicable, during the preceding twelve (12) months which gave rise to a claim.

7.2 The parties acknowledge that these limitations and exclusions of liability are agreed to be reasonable allocations of liability and risk, having considered the relative commercial size of the parties, the nature of the contractual obligations, the ability of the parties to bear the losses and the availability of insurance.

Article 8. Infringement Claims

8.1 **Infringement Indemnity.** Subject to Client's compliance with the terms and conditions of this Agreement, SDL will, at its option, defend or settle any action brought against Client to the extent that it is based upon a third party claim that the Licensed Product, as provided by SDL to Client under this Agreement and used within the scope of this Agreement, infringes any Intellectual Property Rights, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Client, provided that Client: (a) promptly notifies SDL in writing of the claim; (b) grants SDL sole control of the defense and settlement of the claim; and (c) provides SDL, at SDL's expense, with all assistance, information and authority reasonably required for the defense or settlement of the claim.

8.2 **Injunctions.** If Client's use of any of the Licensed Product hereunder is, or in SDL's opinion is likely to be, enjoined due to the type of claim specified in Section 8.1 above, SDL may, at its sole option and expense: (a) procure for Client the right to continue using such Licensed Product under the terms and conditions of this Agreement; (b) replace or modify such Licensed Product so that it is non-infringing and substantially equivalent in function to the enjoined Licensed Product; or (c) if options (a) and (b) above cannot be accomplished despite SDL's commercially reasonable efforts, then SDL may terminate Client's rights and SDL's obligations hereunder with respect to such Licensed Product and refund to Client the amount of fees paid to SDL for the Licensed Product less an amount for depreciation determined on a straight-line four year depreciation basis with a commencement date as of the effective date of the respective Order Form.



Client's use of the Licensed Product other than in accordance with this Agreement or the Documentation; (c) modifications of a Licensed Product by anyone other than SDL where the unmodified version of the Licensed Product would not be infringing; (d) use by users or Affiliates of Client not permitted by this Agreement; or (e) Client uses a version of the Licensed Product which has been superseded and/or is no longer supported by SDL, if the claim could have been avoided by using the current version of the Licensed Product.

8.4 **Sole Remedy.** THE PROVISIONS OF THIS SECTION 8 SET FORTH SDL'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

Article 9. Support Services

9.1 **Technical Support.** Except as provided in the relevant Order Form, SDL will provide Client with on-line and telephone technical Support Level as per the Support package purchased under the Order Form and Exhibit A. Support Services will commence on the effective date of the applicable Order Form.

Article 10. Ownership

10.1 The Licensed Product contains and/or embodies patents, copyrighted material, trade secrets, inventions and other intellectual property of SDL. SDL or its licensors retain all ownership and Intellectual Property Rights to the Licensed Product and Documentation.

Article 11. Confidentiality

11.1 **"Confidential Information"** means (a) the Licensed Product and Documentation; (b) any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents and equipment) that is either marked "confidential" or "proprietary" or would reasonably be assumed to be confidential based on its content or the context surrounding its disclosure; and (c) the specific terms and pricing set forth in this Agreement.

11.2 **Exclusions.** Confidential Information does not include information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the

11.3. **Disclosure Restrictions.** Each party will not disclose such Confidential Information to any third party except to those of its employees and subcontractors that need to know such Confidential Information for the purpose of performing this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein and each party will remain directly liable and responsible to the other party and its licensors for any violation by a party or its subcontractors hereunder. Each party will use all reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to its legal or financial advisors. In addition, each party may disclose the terms and conditions of this Agreement: (a) as required under applicable securities regulations; and (b) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

Article 12. Export Compliance

12.1 Client agrees to comply fully with all applicable export laws and regulations of the United States and other jurisdictions to ensure that neither the Licensed Product, nor any direct product thereof are exported or re-exported in violation of such laws or used for any purposes prohibited by such laws. The Software is "commercial computer software" or "commercial computer software documentation."

Article 13. Remedies

13.1 Client acknowledges and agrees that any copying or use of the Licensed Product other than as expressly permitted by this Agreement would result in irreparable injury to SDL for which money damages would be inadequate and, in such event, SDL shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

14.1 Unless otherwise agreed in an Order Form Client agrees as a part of this Agreement to actively participate in SDL's Customer Reference Program. Such participation includes use of Client's logo in SDL marketing materials, press releases or speaking engagements, use of Client's name in SDL's regulatory filings, and Client taking calls from prospective SDL customers to share Client's experiences with SDL's offering.

Article 15. Force Majeure

15.1 Neither of the parties shall be obliged to meet any obligations, including any guaranteed obligation agreed between the parties, if it is prevented from doing so as a result of force majeure. Force majeure shall include but not limited to: (i) government measures, (ii) electricity failure, (iii) faults affecting the internet, computer network or telecommunication facilities, (iv) war, (v) terrorism, (vi) riot, and (vii) acts of God. If a situation of force majeure lasts for longer than forty-five days, either of the parties shall be entitled to terminate the agreement in writing.

Article 16. Miscellaneous

16.1 **Entire Agreement.** This Agreement, including any Exhibits or schedules hereto, constitutes the entire and exclusive understanding and agreement between Client and SDL with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between Client and SDL with respect to the subject matter hereof. Any terms and conditions contained in any purchase order that are inconsistent with or in addition to the terms and conditions of this Agreement will be deemed stricken from such purchase order, unless expressly agreed to in writing by SDL.

16.2 **Governing Law.** Except as detailed below this Agreement will be governed by and construed in accordance with the laws of England and Wales, excluding that body of laws known as conflicts of law. Any legal action or proceeding arising under this Agreement will be brought exclusively in the English Courts and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. If your principal place of business is with in European Union, this Agreement will be governed by and construed in accordance with the laws of the Netherlands. If your principal place of business is the United States then this Agreement will be governed by and construed in accordance with the laws of Delaware. If your principal place of business is with in China, this Agreement will be governed by and construed in accordance with the laws of the Republic of China. If your principal place of business is the Japan then this Agreement will be governed by and construed in accordance with the laws of Japan. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

16.3 **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

16.4 **Amendments.** Except as expressly agreed to by each party's authorized representative in the relevant Order Form, this Agreement may not be amended, modified, or supplemented by the parties in any manner, except by a written instrument signed by an authorized representative of SDL and Client.



16.6 **Assignment.** Client will have no right to assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without SDL's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

16.7 **Notices.** All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt (notices for any applicable term renewals may also be provided via email to the address listed in the applicable Order Form). All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section.

16.8 **Counterparts.** The exchange of a fully executed Agreement (in counterparts or otherwise) by digital signature or by other electronic means, such as portable document format (.pdf) file, shall be sufficient to bind the parties to the terms and conditions of this Agreement.

16.9 **Third Party Beneficiaries.** Except where expressly provided to the contrary, this Agreement is not intended to be for the benefit of, and shall not be enforceable by any person who, is not named at the date of this Agreement as a party to it or any person who claims rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise, and neither party can declare itself a trustee for the benefit of a third party.

16.10 **Relationship to the Parties.** The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

ADDITIONAL TERMS FOR CLOUD BASED CONTRACTS

"Content" means any information or material that is provided to SDL in connection with Client's use of the Service, including but not limited to, files, pages, data, works such as video clips, audio clips, metatags or images.

Client Feedback and Product Enhancement. Client grants SDL and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestions, enhancements, recommendations or other feedback provided by Client relating to the operation of the Services. SDL solely for the purpose of enhancement and development of its products reserves the right to deploy telemetry software to record the nature of use and performance of the product through collection of anonymous usage data.

Ownership. (a) Client retains ownership and Intellectual Property Rights in and to the Content. (b) SDL or its licensors retain all ownership and Intellectual Property Rights to the Services.

Acceptable Use Policy. Client acknowledges that neither SDL nor its suppliers or licensors exercise any control over the Content provided by Client when using the Service, and that it is the sole responsibility of the Client that such information complies with the Acceptable Use Policy set forth in Exhibit B.



integrity and availability of all data provided by and/or belonging to Client or its licensors, including the Content, and unauthorized access to the Service. SDL agrees to report to Client in writing (e-mail) as soon as possible any event that might suggest a security incident (improper use of rights, hacking, viruses, loss or theft of data etc.). In the case of an actual security incident SDL shall report this immediately to Client in writing (or via email to an authorized representative of Client).

In performing the Services, SDL will comply with the SDL Privacy Policy Cloud Services ("Privacy Policy"), which is available at <https://www.rws.com/legal/privacy/> and incorporated herein by reference. The Privacy Policy is subject to change at SDL's discretion; however, SDL policy changes will not result in a material reduction in the level of protection provided for the Content during the period for which Subscription Fees for the Services have been paid. Client agrees to provide any notices and obtain any consents related to Client's use of the Services and SDL's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of personal information. Client shall be solely responsible for the accuracy, quality, integrity, legality, reliability, and ownership of the Content.

Exhibit A Support

Support Services for Cloud Based Products

Scope of Support

- a. During the Term, the Services include the updates and upgrades that are made publicly available to SDL's customer base.
- b. During the Term, SDL will implement upgrades to the Service. Such upgrades could include a (i) Client-specific upgrade, (ii) an emergency upgrade necessary for the security, quality, and availability of the Services, (iii) a minor upgrade (i.e., a maintenance release or a new minor version change to the Service for purposes including but not limited to, error correction), or (iv) a major upgrade (i.e., a new version of the Services). All other upgrades will be implemented by SDL throughout the Term upon prior written notice to Client as specified in the relevant Order Form. SDL will endeavor to notify Client with as much prior notice as possible, of the scheduled upgrade. Client must accept all emergency upgrades.
- c. Where permitted, in the event that Client declines an upgrade that is required to maintain the Service for any reason, Client agrees to pay SDL an additional fee calculated as an additional twenty percent (20%) increase to any fees incurred after the effective date of Client's declining of the upgrade.
- d. SDL will not be obliged under this Agreement to provide Support other than for the Services detailed under an Order Form.
- e. Services will be provided to Client in accordance with the relevant section of SDL's relevant Service Catalogue ("Service Catalogue" means the document that describes in detail the level of service including uptime and availability to be provided by SDL in relation to the Service ordered in the Order Form).

Support Administration

SDL will log all Support requests by Client through the Support Portal, including, but not limited to:

- the date and time of reception of the request;
- the name provided as that of the Client representative;



- the date and time that the request is resolved; and
- the name(s) of the SDL employee(s) receiving and handling the requests.

SDL shall make the above information available to a maximum amount of four (4) designated representatives of Client through the Support Portal.

Support furthermore includes access to the SDL Community.

Support Categories and Response Times Working days and working hours for Support shall be, during normal business working days and hours between: 0900 to 1730 hours' local time for the defined regions Support Services hours exclude local public holidays as further detailed in the SDL Technical Support Service Policy. Unless otherwise agreed in the relevant Order Form the Client's representative for support contact(s) must choose from one of the following regional time zones in which to receive Support Services: North America, Japan, and Central Europe.

Support is provided according to the following priority levels. SDL may in good faith change the priority level of an error or change its status to an enhancement request upon notice to the Client.

A "P1 - Critical Priority Error" means a problem where the Service become unavailable to the Client and for which no practicable workaround is available and that prevents or materially impairs the performance of substantially all major functions of the Service as described in the Documentation so that: (i) the Service is unavailable to the Client or at material risk of becoming unavailable; or (ii) Client is unable to use the Service due to continual failures or data corruption. Once a P1 Critical Priority Error is resolved (whether by procedural workaround, system restart, hot-fix, or otherwise) such error's priority level shall be reclassified to a P3 -Medium Priority Error.

A "P2 - High Priority Error" means a problem, for which no practicable workaround is available, that prevents or materially impairs the performance of a major function of the Service as described in the Documentation so that: (i) a major function of the Service is unavailable to the Client or its availability has been materially interrupted and substantial risk of recurrence exists; or (ii) Client is unable to use the Service due to intermittent failures or data corruption; or (iii) where the Service partially fails. Once a P2 - High Priority Error is resolved (whether by procedural workaround, system restart, hot-fix, or otherwise) such error's priority level shall be changed to P3 - Medium Priority Error.

A "P3 - Medium Priority Error" means a problem, whether or not a practicable workaround is available, that prevents or materially impairs the performance of a minor function in the Service as described in the Documentation, but that does not make the Service wholly unavailable to the Client or materially inhibit the Client's use of the Service.

A "P4 - Low Priority Error" means a problem that does not prevent or materially impair the performance of any function in the Service as described in the Documentation and does not materially inhibit Client's use of the Service. Such a problem is typically cosmetic in nature.

Initial response times from the time that Client notifies SDL through the Support Portal according to the priority levels given above are as detailed in the SDL Technical Support Service Policy.

SDL Technical Support Service Policy Changes

This Exhibit reflects the SDL Technical Support Service Policy with respect to the provision of Support Services in force on the Effective Date of this Agreement. The SDL Technical Support Service Policy is available at the following link: <https://rws.com/>



Standard Support Services for On Premise Licensed Products

1.1 Support Services. Subject to the terms and conditions as set forth in this Exhibit, and subject to the full and timely payment of the Support Services fees, SDL provides the following standard Support Services to Client during Support Services hours:

1.1.1 Support. "Support" consists of assistance during Support hours with respect to the Licensed Product, including, but not limited to (i) clarification of functions and features of the Licensed Product; (ii) access to and clarification of the Documentation; and (iii) error verification, analysis and reasonable resolution efforts by telephone and/or internet. Support furthermore includes access to the SDL Support Portal and access to the SDL Community.

1.1.2 Maintenance. "Maintenance" consists of the delivery of hot fixes and the provision of generally available cumulative updates via the internet, along with any related online Documentation.

1.2 Support Categories and Response Times

Working days and working hours for Support shall be, during normal business working days and hours between:

0900 to 1730 hours' local time for the defined regions Support Services hours exclude local public holidays as further detailed in the SDL Technical Support Service Policy. Unless otherwise agreed in the relevant Order Form the Client must choose from one of the following regional time zones in which to receive Support Services: **North America, Japan, Central Europe,**

1.2.2 Support Services is provided according to the following priority levels. SDL may in good faith change the priority level of an error or change its status to an enhancement request upon notice to the Client.

a) A "P1 - Critical Priority Incident" means a problem where the Licensed Product become unavailable or inaccessible to the Client and that prevents or materially impairs the performance of substantially all major functions of the Licensed Product as described in the Documentation so that: (i) the Licensed Product is unavailable to the Client or at material risk of becoming unavailable; or (ii) Client is unable to use the Licensed Product due to continual failures, application aborts, or data corruption. Once a P1 Critical Priority Incident is resolved (whether by procedural workaround, system restart, hot-fix, or otherwise) such error's priority level shall be reclassified to a P3 -Medium Priority Incident.

b) A "P2 - High Priority Incident" means an incident which no practicable workaround is available, that prevents or materially impairs the performance of a major function of the Licensed Product as described in the Documentation so that: (i) a major function of the Licensed Product is unavailable to the Client or its availability has been materially interrupted and substantial risk of recurrence exists; or (ii) Client is unable to use the Licensed Product due to intermittent failures or data corruption; or (iii) where the Licensed Product partially fails resulting in substantial delays of key business outputs. Once a P2 - High Priority Incident is resolved (whether by procedural workaround, system restart, hot-fix, or otherwise) such error's priority level shall be changed to P3 - Medium Priority Incident.

c) A "P3 - Medium Priority Incident" means an incident which is not classified as either P1 or P2 problem whether or not a practicable workaround is available, that prevents or materially impairs the performance of a minor function in the Licensed Product as described in the Documentation so that (i) there is partial loss of functionality of a non-critical component, (ii) a single isolated error, (iii) a technical question or Licensed Product query. , whether or not a practicable workaround is available.

1.2.3 Initial Response Times meaning, the cumulative time taken from confirmation that an Incident has been raised through the SDL Support Portal during business hours to the initial technical response by SDL according to the priority levels given above are as detailed in the SDL technical Support Service Policy.

1.4 Support Services Portal and Administration

The Client will appoint designated representatives in accordance with the Support Level purchased who shall request Support Services in accordance with the SDL Technical Support Service Policy. The SDL Technical Support Service Policy is available at the following link: <https://rws.com/support/technical-support-service-policy/>

SDL reserves the right to amend the SDL Technical Support Service Policy at its discretion, provided always the Support Level purchased by the Client does not materially change.

Section 2 Product Lifecycle Support Stages

2.1 Product Lifecycle Support Stages. The following phases are part of the Licensed Product release life cycle:

“Full” support means these releases are actively sold in the Full support phase and are actively maintained and supported. The release of Platform support updates, Hotfixes, Security fixes and Cumulative Updates for a product release in Full support will be assessed on a regular basis.

“Extended” support means support may be available as a paid option for specific product releases which are moving out of Full support. This option provides Client with additional support and maintenance services to allow the Client to plan and execute an upgrade to the latest product release.

Note: This option requires an additional support agreement between SDL and the Client.

“Retired” means product releases are no longer supported directly by SDL; ONLY access to the online Knowledge base, Documentation and Community is available. Retired means software which is no longer generally available or supported by SDL and which has reached its end of life. Retired support services will have access to the online Knowledge base, Documentation and Community where available and subject to the availability of trained SDL personnel and resources. For the avoidance of doubt, no new cumulative updates or hot fixes will be available, and there is no longer support by SDL via the support desk.

For further details please review the SDL Technical Support Service Policy.

Section 3 Fees and Payment

3.1 Support Services Fee. Unless otherwise agreed in the Order Form the Support Services fee for the first Support Services term is set out in the applicable Order Form. For any subsequent Support Services term, the Support Services will be due and payable thirty (30) days before the commencement of that specific term. Support Services fees for a contracted term is non-cancellable and non-refundable.

3.2 Causes which are not attributable to SDL. The Support Services fee does not include services requested as a result of, or related to, causes which SDL cannot reproduce on unmodified Licensed Product and which can therefore not be attributed to SDL. If and when available, these services will be charged to Client at SDL's then current rates. Support Services shall not be

modification, alteration or addition has been made to the Licensed Product other than by or as expressly authorized by SDL; and (iii) the Licensed Product has not been subject to misuse, neglect or unusual physical, electrical or electromagnetic stress, or some other type of accident, other than where it was in SDL's reasonable control to prevent such an occurrence.

Section 4 Responsibilities of Client

4.1 Responsibilities of Client. SDL's provision of Support Services to Client is conditional upon the proper fulfilment of the following responsibilities of Client:

4.1.1 Client will provide SDL access and assistance as may be reasonably required to Client's personnel and equipment during Support Services hours or during such hours as may be otherwise agreed between Client and SDL.

4.1.2 Client will adopt and utilize all cumulative updates and hot fixes offered to Client.

4.1.3 Client will document and promptly report to SDL any errors or malfunctions detected in the Licensed Product. Client agrees to carry out all instructions for the rectification of such errors or malfunctions within a reasonable time after these instructions have been received from SDL.

4.1.4 Client will maintain a current backup copy of all Licensed Product and the data generated by it.

4.1.5 Client will properly train its personnel in the use and application of the Licensed Product and will provide sufficient supervision, control and management of the use of the Licensed Product.

4.2 Assistance. If reasonably requested by SDL, Client will provide relevant data so as to facilitate testing of upgrade scripts, performance analysis and such. Additionally, if reasonably requested by SDL, Client will provide relevant data so as to facilitate the reproduction of any Priority Error received from Client in order to facilitate SDL's correction efforts of such Priority Error.

Section 5 Travel, Expenses and Accommodation

5.1 Travel and Expenses. If applicable, all actual travel costs and reasonable expenses made in connection with the provision of Support Services will be borne by Client. SDL will use economy tickets wherever possible, although an urgent response may prevent this.

5.2 Accommodation Costs: All accommodation costs, including hotels and meals, required in connection with the delivery of Support Services by SDL at Client's site and / or the travel involved in getting there will be borne by Client, provided that these costs are reasonable and identifiable.

Section 6 Term, Termination and Non-Renewal

6.1 Term and Termination.

6.1.1 For On Premise Perpetual Licenses. SDL's provision of Support Services to Client will commence on the Effective Date of the applicable Order Form and will continue for the first Support Services term. Support Services will automatically renew for all available offerings at the end of the first Support Services Term and any subsequent term thereafter unless Client has provided SDL with a written termination notice of its intention not to renew Support Services at least sixty (60) days prior to the expiration of the then current Support Services term. SDL may terminate Support Services upon written notice if Client



6.1.2 For On Premise Term Licenses. SDL's provision of Support Services to Client will commence on the Effective Date of the applicable Order Form and will continue for the first License Term and will automatically renew in accordance with the renewal terms set forth in the applicable Order Form.

6.2 Licenses. Termination of Support Services, or a failure to renew, will not affect the Licensed Product licenses purchased by Client, unless otherwise set out in the Agreement.

6.3 Non-Renewal. If Client sends a written termination notice and does not renew Support Services, and as a result does not receive Support Services for a period of time ("Lapse Period"), SDL may thereafter renew the Support Services at Client's request. In the event of such renewal, and in consideration of the Client using a version of the Licensed Product which is currently supported as per the SDL Product Release Policy, Client will pay the then current Support Services fee, plus an amount equal to one hundred percent (100%) of the Support Services fees that would have been payable during the Lapse Period.

Section 7 Miscellaneous

7.1 Case Registry Contacts. Client may appoint a maximum of four (4) individuals within each of Client's sites who are knowledgeable in the operation of the Licensed Product to serve as primary contacts between Client and SDL regarding the registering and reporting of Priority Errors. All of Client's support inquiries will be initialized through these contacts.

7.2 Client shall provide first-line support to its internal users. This shall include the first intake of all questions/remarks regarding the software and, if Client deems appropriate, passing them on to the Client representatives.

7.3 Client representatives shall make reasonable efforts to solve the problems before passing them to SDL and shall notify SDL promptly following the discovery of a software error or issue. Client shall give reasonable assistance to SDL in the solving of any error or issue including, for instance, by providing a listing of output and any other data that SDL may need to reproduce the error or issue.

Support Services Exhibit Changes. This Exhibit reflects SDL's policy with respect to the provision of Support Services in force on the Effective Date of this Agreement. SDL reserves the right, at its discretion, to modify the terms of this policy at any time, provided that the level of Support Services provided under this Agreement will not diminish in quality due to a change in the Support Services

Exhibit B

ACCEPTABLE USAGE POLICY (AUP) for Cloud Based Products

1.1 General. The Licensed Products will not be used in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, codes of conduct (including voluntary codes of conduct), guidelines, directions, policies and/or other requirements including, without limitation, all applicable state, federal, national, and international internet, data, telecommunications, marketing, telemarketing, "spam," and import/export laws and regulations.

1.2 Prohibited Use., Client agrees not to use the Licensed Products to transmit or disseminate or process any:



- b. material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers;
- c. material or data, that is illegal, or material or data, that is harassing, coercive, defamatory, libellous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of SDL or any third-party service provider involved in the provision of the Licensed Product;
- d. viruses, DDoS attacks, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously or openly intercept or expropriate any system, or data;
- e. material or information that is false, misleading, or inaccurate;
- f. material that would expose SDL, any third-party service provider involved in providing the Licensed Product, or any other third party to liability;
- g. any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of SDL or any third party; and/or
- h. Without limitation of any of the foregoing, any use which is contrary to the applicable legal and regulatory provisions operative in any territory in which the Licensed Product is used or through which communications are sent, where any of the country specific legal and regulatory provisions are less stringent than those set out above, those set out above shall apply.

1.3 Filters. SDL reserves the right in its reasonable discretion to install and use any appropriate devices to prevent violations of this AUP, including devices designated to filter or terminate access to the Licensed Product.

1.4 Impediment. Client is responsible for notifying SDL immediately if Client becomes aware of an impending event that may negatively affect the Licensed Product.

1.5 No sharing. Client may not run on SDL's servers any program that makes the Licensed Product available to others. Client may not run such programs on their own machines connected to the SDL network in order to make such Licensed Product or resources available to others. For the avoidance of doubt, SDL expressly confirms that Client is allowed to make their own content available to others, as long as that content is compliant with this AUP.

1.6 Privacy. SDL will use reasonable skill to provide the Licensed Product and except as stated in this Agreement, SDL makes no guarantee regarding and assumes no liability for, the security and integrity of any Content or information Client transmits via the Licensed Product.

1.7 Violation. In the event of the breach of or failure to comply with this AUP by Client, SDL expressly reserves the right at its discretion, to pursue any remedies that it believes are needed, which may include, but are not limited to, suspension or termination of the provision of the access to the Licensed Product. Such actions may be taken by SDL with prior notice to Client. As soon as it deems that the non-compliance is not caused by Client, no remedies will be imposed on Client and all remedies already imposed on Client will immediately be lifted.

1.8 Compliance. Each party will perform under this AUP in accordance with applicable laws and will indemnify the other for its breach of this AUP.



attributable to such claim that are awarded against SDL.



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