

## ADDENDUM I

### **TransPerfect End User License Agreement**

This End User License Agreement (the “EULA”) is between You and TransPerfect Legal Solutions, Inc. (“TransPerfect”) and governs Your use of Introspec (the “Software”).

#### ***Section 1. Delivery and Acceptance***

The Software is deemed to be delivered and accepted by You on the date it is made available for download, access, or installation. **You agree to be bound by the terms of this EULA from the acceptance date. If You do not have the authority to enter into this EULA or You do not agree to with its terms, do not use the Software.**

#### ***Section 2. License***

Subject to Your purchase of a license to the Software and compliance with this EULA, TransPerfect grants You a non-exclusive and non-transferable license to use the Software and related Documentation for Your internal use only in accordance with and for the term (if any) specified in any applicable Master Services Agreement, Statement of Work, or other agreement to license the Software (“Order”). Certain Software licensed may also require the purchase of a separate server license to use the Software on certain types of servers, in each case as specified in the Documentation. This Software is licensed based on “User Objects,” or Unique UNC Path, and Unique DM Path or Repository, meaning a single physical person represented by a User Object (or any class of object that is similar) in any type of computer-based directory system—i.e., LDAP, Active Directory, and E-Directory. Multiple User objects that represent the same physical person within a single directory system DO NOT count as one User. The nature of the Software is that it performs a variety of management and automation actions that benefit end users (physical persons), even if those Users do not directly use the Software. You must acquire a User Object license for each User that either a) makes use of, has data stored by, or has access rights to any element of storage or indexes that is managed or acted on by the Software, or b) uses the Software executables directly in an administrative, support, or User capacity. You must ensure that the Software is only used for the number of licenses purchased.

#### ***Section 3. Beta and Trial Use***

Beta versions of the Software may contain bugs, errors, or other issues. Therefore, they may not be used in Your production environment(s) unless otherwise permitted by TransPerfect in writing. If TransPerfect provides You access to generally available Software for limited, temporary trial use, Your use is permitted for the period limited by the license key or by TransPerfect in writing. If there is no period identified, any trial use will expire thirty (30) days after the product is made available to You. Notwithstanding

the foregoing, TransPerfect, in its discretion, may end the beta or trial at any time, at which point You will no longer have access to any related data, information, and files and You should immediately cease any further use. Furthermore, beta and trial products are provided “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and TransPerfect will not have any liability relating to Your use of such Software.

#### ***Section 4. Ownership***

The Software is protected by United States, Canadian, and international copyright laws. Title and copyright to the Software and accompanying documentation is owned by TransPerfect or its partners. TransPerfect or its partners retain exclusive ownership in all intellectual property rights in and to the Content and Software and all underlying technology and associated Documentation related thereto, and reserves all rights, title, and interest therein, as well as in any Derivative Works. You authorize TransPerfect to use any feedback and ideas You provide in connection with Your use of the Software for any purpose. The Software, including its object code and source code, whether or not provided to You, is Confidential Information of TransPerfect. You may not exercise any right, title, and interest in and to the Content, Software Documentation or any related intellectual property rights, except for the limited usage rights granted in this EULA. You agree, on behalf of Yourself and Your affiliates, that You and Your affiliates will take no action inconsistent with TransPerfect’s and its partners’ intellectual property rights. This EULA is not an agreement of sale, and does not transfer any title, intellectual property rights, or ownership rights to the Content, Software, or Documentation to You. You acknowledge and agree that the Content, Software, Documentation and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Content, Software, or Documentation, all future Upgrades, and all other improvements, revisions, corrections, bug fixes, hot fixes, patches, modifications, enhancements, releases, DATs, signature sets, upgrades, and policy and database updates and other updates in, of, or to the Content, Software, or Documentation, as applicable, all Derivative Works based on any of the foregoing, and all copies of the foregoing are trade secrets and proprietary property of TransPerfect or its partners, having great commercial value to TransPerfect and its partners.

#### ***Section 5. Limitations and Restrictions***

Unless expressly authorized by TransPerfect in writing or otherwise permitted under applicable law, You will not: (a) sell, resell, transfer, sublicense, or assign Your rights under this license (except as expressly provided herein); (b) modify, adapt or create Derivative Works of the Software or Documentation; (c) reverse engineer, decompile, decrypt, disassemble, or otherwise attempt to derive the source code; (d) make the functionality available to third parties, whether as an application service provider, or on an outsourcing, membership or subscription, rental, service bureau, cloud service, managed or hosted service, or other similar basis; (e) use Software that is licensed for a specific device, whether physical or virtual, on another device; (f) remove, modify, or conceal

any product identification, copyright, proprietary, intellectual property notices, or other marks; (g) use the Content with third-party products or service offerings that TransPerfect has not identified as compatible with the Software, extract Content or provide Content to a third party; (h) combine or merge any part of the Software or Documentation with or into any other software or documentation, except as provided in Section 18 below; (i) refer to or otherwise use the Software as part of any effort to develop software (including any routine, script, code, or program) having any functional attributes, visual expressions, or other features similar to those of the Software, or (j) run or operate the Software in a cloud, internet-based computing or similar on-demand computing environment unless TransPerfect specifically allows such use.

### ***Section 6. Upgrades and Additional Copies***

You may not use Upgrades or additional copies of the Software unless You have and comply with a valid license to the Software and have paid any fee applicable to the Upgrade or additional copies.

### ***Section 7. Use by Authorized Users***

You may allow Authorized Users to use the Software solely on Your behalf for Your internal operations. You are responsible for ensuring that Authorized Users comply with the terms of this EULA and You are liable for any breach of the same by such Authorized Users. To the extent permitted by applicable law, You must ensure that third parties using the Software on Your behalf bring all claims related to the Software through You and waive all claims directly against TransPerfect related to those claims.

### ***Section 8. Third-Party Products***

If You use the Software in conjunction with third-party products, You are responsible for complying with the third-party providers' terms and conditions and privacy policies, and all such use is at Your risk. TransPerfect does not provide support or guarantee ongoing integration support for products that are not a native part of the Software.

### ***Section 9. Limited Warranty and Disclaimer***

- a. **Limited Warranty.** TransPerfect warrants that the Software will substantially conform to the applicable Documentation for ninety (90) days following the date the Software is made available to You for Your use. This warranty does not apply if the Software, TransPerfect product, or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by TransPerfect or its authorized representative; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by TransPerfect; (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta or trial purposes; or (v) has not been provided by TransPerfect. TransPerfect will use commercially reasonable efforts to deliver to You Software free from any viruses, programs, or programming devices designed to modify, delete, damage, or disable the Software or Your data. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR

SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TRANSPERFECT HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND ANY SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TRANSPERFECT OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

- b. **Exclusive Remedy.** Upon Your prompt written notification to TransPerfect during the warranty period of TransPerfect's breach of this Section 9, to the extent permitted by applicable law, Your sole and exclusive remedy is, at our option, either: (i) repair or replacement of the Software; or (ii) a refund of the license fees paid for the non-conforming Software. TransPerfect may ask You to return or destroy the Software and/or Documentation as a condition of the Software remedy.
- c. **Exclusion of Warranty.** The Limited Warranty set forth herein will not apply if: (i) the Software is not used in accordance with this EULA or the Documentation; (ii) the Software or any part thereof has been modified by any entity other than TransPerfect; or (iii) a malfunction in the Software has been caused by any equipment or software not supplied by TransPerfect.
- d. **High Risk Systems Terms.** THE SOFTWARE MAY FAIL AND IS NOT DESIGNED, DEVELOPED, TESTED, OR INTENDED TO BE RELIABLE IN THE CONTEXT OF HIGH-RISK SYSTEMS. TRANSPERFECT HAS NO RESPONSIBILITY FOR, AND YOU WILL INDEMNIFY AND HOLD HARMLESS TRANSPERFECT FROM, ALL CLAIMS, SUITS, DEMANDS, AND PROCEEDINGS ALLEGING, CLAIMING, SEEKING, OR ASSERTING ANY LIABILITY, LOSS, OBLIGATION, RISK, COST, DAMAGE, AWARD, PENALTY, SETTLEMENT, JUDGMENT, FINE, OR EXPENSES (INCLUDING ATTORNEY FEES) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SOFTWARE ON OR IN A HIGH RISK SYSTEM, INCLUDING THOSE THAT COULD HAVE BEEN PREVENTED BY DEPLOYMENT OF FAIL-SAFE OR FAULT-TOLERANT FEATURES TO THE HIGH RISK SYSTEM, OR ARE BASED ON A CLAIM, ALLEGATION, OR ASSERTION THAT THE FUNCTIONING OF HIGH RISK SYSTEM DEPENDS OR DEPENDED ON THE FUNCTIONING OF THE SOFTWARE, OR THAT THE FAILURE OF THE SOFTWARE CAUSED A HIGH RISK SYSTEM TO FAIL.
- e. **Third Parties.** The Software may contain independent third-party products and rely on them to perform certain functionality, including malware definitions or URL filters

and algorithms. TransPerfect makes no warranty as to the operation of any third-party products or the accuracy of any third-party information.

### ***Section 10. Limitations and Exclusions of Liability***

In no event will TransPerfect or its licensors be liable for the following, regardless of the theory of liability or whether relating to or arising out of this EULA, Your Order, the Software, or otherwise, even if a party has been advised of the possibility of such damages: (i) indirect, incidental, exemplary, punitive, special, or consequential damages; (ii) loss or corruption of data or interrupted or loss of business; or (iii) loss of revenue, profits, goodwill, or anticipated sales or savings. All liability of TransPerfect, its affiliates, officers, directors, employees, agents, suppliers, and licensors collectively, to You, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed, in the aggregate, the total fees attributable to the twelve (12) month period before the initial claim and paid or payable by You under the applicable Order. This limitation of liability for Software is cumulative and not per incident. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law.

### ***Section 11. Audit***

During the license term for the Software and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA. No more than once per twelve (12) month period, You will allow TransPerfect and its auditors the right to examine such records and any applicable books, systems (including TransPerfect product(s) or other equipment), and accounts, upon reasonable advanced notice, during Your normal business hours. If the audit discloses underpayment of license fees, You will pay such fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

### ***Section 12. Term and Termination***

- a. Your license begins on the date the Software is shipped or made available for download, access, or installation and continues until terminated or until the end of the term specified in the Order. This is also the start date of Your subscription, if the Software is licensed on a subscription basis.
- b. Subscriptions will automatically renew for the renewal period selected on the Order (“Renewal Term”) unless: (i) You notify TransPerfect in writing at least thirty (30) days before the end of the then-current term of Your intention not to renew; or (ii) You elect on the Order at the time of initial purchase not to auto-renew the subscription. TransPerfect will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You promptly notify TransPerfect in writing, before the applicable renewal date, that You do not accept the fee changes. In such event, the subscription will terminate at the end of the initial term.

- c. If a party materially breaches this EULA and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause. TransPerfect also has the right to immediately suspend or terminate Your use of the Software and/or Cloud Service if You breach Sections 2, 4, 5, 7, 11, 13, 14, or 16. Upon termination of the EULA, You must cease any further use of the Software and destroy any copies of Software within Your control. Upon Your termination for TransPerfect's material breach of the EULA, if there are any outstanding subscriptions we will refund to You any prepaid fees covering the period from the effective date of termination to the end of the term. Upon TransPerfect's termination for Your material breach of the EULA, if there are any outstanding subscriptions You will pay TransPerfect any unpaid fees covering the period from the effective date of termination to the end of the term.

### ***Section 13. Confidential Information and Data***

- a. **Confidential Information.** You will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for Your employees, affiliates, and contractors who have a need to know such information in connection with this EULA, and are under written confidentiality obligations no less restrictive than the terms set forth in this Section. You will be liable for any breach of this Section by Your employees, affiliates, and contractors. Your nondisclosure obligation will not apply to information which: (i) is known by You without confidentiality obligations; (ii) is or has become public knowledge through no fault of Your own; or (iii) is independently developed by You. You may disclose TransPerfect's Confidential Information if required pursuant to a regulation, law, or court order; provided that, You provide prior notice to TransPerfect (to the extent legally permissible) and reasonably cooperate, at TransPerfect's expense, regarding protective actions pursued by TransPerfect. Upon reasonable request of TransPerfect, You will either return, delete, or destroy all Confidential Information of TransPerfect and certify the same.
- b. **How We Use Your Data.** TransPerfect processes and uses Personal Data and Customer Data to deliver, analyze, support, and improve the Software and as otherwise permitted in this EULA and TransPerfect's privacy policy (<https://www.transperfect.com/about/privacy.html>). TransPerfect will maintain appropriate administrative, physical, and technical safeguards, which are designed to protect the security, confidentiality, and integrity of Personal Data and Customer Data processed by TransPerfect. TransPerfect may share Personal Data and Customer Data with third-party service providers consistent with TransPerfect's Privacy Statement in order to assist in providing and improving the Software.
- c. **Telemetry Data.** TransPerfect processes Telemetry Data to deliver, enhance, improve, customize, support, and/or analyze the Software and other TransPerfect offerings and otherwise may freely use Telemetry Data that does not identify You or any of Your Authorized Users.
- d. **International Data Transfers.** TransPerfect may process and store Customer Data and

Personal Data in the United States or outside of the country where it was collected. You are responsible for providing any required notices to Authorized Users and obtaining all required consents from Authorized Users regarding the processing and transfer of Personal Data by the Software, including international transfers. TransPerfect will only transfer Personal Data consistent with applicable law. To the extent TransPerfect processes any Personal Data from the European Economic Area or Switzerland on Your behalf, we will do so in a manner consistent with applicable privacy laws. Where TransPerfect transfers Personal Data from an APEC Member Economy on behalf of You, TransPerfect will process such Personal Data in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements (“CBPRs”) (see [www.cbprs.org](http://www.cbprs.org)) to the extent the requirements are applicable to TransPerfect’s processing of such data. If TransPerfect is unable to provide at least the same level of protection as required by the Principles or CBPRs, TransPerfect will promptly notify You and cease processing. You are responsible for providing any required notices to Authorized Users and obtaining all required consents from Authorized Users regarding the processing and transfer of such Authorized Users’ Personal Data by the Software, including international transfers.

#### ***Section 14. Indemnification***

- a. **Your Indemnification Obligations.** You will unconditionally indemnify and defend TransPerfect, its affiliates, and their officers, directors, employees, contractors, and agents (each a TransPerfect indemnified party) against any claims, liabilities, and expenses (including court costs and reasonable attorney fees) that a TransPerfect indemnified party incurs as a result of or in connection with any claims arising from: (i) Your failure to obtain any consent, authorization, or license required for TransPerfect’s use of data, software, materials, systems, networks, or other technology provided by You under this EULA or any Order; (ii) Your use of the Software in a manner not expressly permitted by this EULA; (iii) TransPerfect’s compliance with any technology, designs, instructions, or requirements provided by You or a third party on Your behalf; (iv) any claims, costs, damages, and liabilities whatsoever asserted by any of Your representatives; (v) any violation by You of applicable laws; and (vi) any reasonable costs and attorneys’ fees required for TransPerfect to respond to a subpoena, court order, or other official government inquiry regarding Your use of the Software.
  
- b. **TransPerfect Indemnification Obligations.** (i) TransPerfect will indemnify You and, at TransPerfect’s election, defend You against a third-party claim asserted against You in a suit or action if the claim is for direct patent infringement, for direct copyright infringement, or for TransPerfect’s trade secret misappropriation, and the claim is asserted against the Software alone and not in combination with anything else, or solely a combination of TransPerfect products. (ii) **Exclusions:** Notwithstanding anything to the contrary in this EULA, TransPerfect will not indemnify or defend You for claims asserted, in whole or in part, against: (x) technology, designs or requirements that You gave to TransPerfect; or (y) modifications or programming to Software that were made by anyone other than TransPerfect. (iii) **Remedies:** TransPerfect may, in its sole discretion and at its own expense, with respect to any Software that is subject to a

claim: (w) procure You the right to continue using the Software; (x) replace the Software with a non-infringing Software; (y) modify the Software so that it becomes non-infringing; or (z) upon Your return of the Software to TransPerfect and removal of the Software from Your systems, refund the residual value of the purchase price You paid for the infringing Software, depreciated using a straight-line method of depreciation over a three (3) year period from the date of delivery of the Software to You.

- c. **Indemnification Procedure.** The indemnified party (“Indemnitee”) will: (i) provide prompt written notice to the indemnifying party (“Indemnitor”) of the claim (provided that the failure to provide timely notice that prejudices the Indemnitor will relieve the Indemnitor of its obligations under this section to the extent the Indemnitor has been prejudiced and the failure to provide timely notice will relieve the Indemnitor of any obligation to reimburse the Indemnitee for its attorney’s fees incurred prior to notification); (ii) reasonably cooperate in connection with the defense or settlement of the claim; and (iii) give the Indemnitor sole control over the defense and settlement of the claim, provided that any settlement of a claim will not include a specific performance obligation or admission of liability by the Indemnitee.
- d. **Personal and Exclusive Indemnity.** The foregoing indemnities are personal to the parties and may not be transferred anyone. This section states the parties’ entire indemnification obligations and Your exclusive remedy claims involving intellectual property rights.

### ***Section 15. US Government End Users***

The Software and Documentation are deemed to be “commercial computer software” and “commercial computer software documentation” pursuant to FAR 12.212 and DFARS 227.7202. All US government end users acquire the Software and Documentation with only those rights set forth in this EULA. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the US government.

### ***Section 16. Export***

The Software, products, technology, and services are subject to US and local export control laws and regulations. You and TransPerfect each will comply with such laws and regulations governing use, export, re-export, and transfer of Software, products, and technology and will obtain all required US and local authorizations, permits, or licenses. You may not use or otherwise export or re-export the Software except as authorized by US laws and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any US-embargoed countries or (b) to anyone on the US Treasury Department’s Specially Designated Nationals List or the US Department of Commerce Denied Persons List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.



***Section 17.  
Survival***

Sections 4, 5, 9, 10, 11, 13-17, 19-23, and 25 shall survive termination or expiration of this EULA.

***Section 18.  
Interoperability***

If required by applicable law, TransPerfect will provide You with the interface information needed to achieve interoperability between the Software and another independently created program. TransPerfect will provide this interface information at Your written request. You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which TransPerfect makes such information available.

***Section 19. Third-Party  
Beneficiaries***

This EULA does not grant any benefits to any third party unless it expressly states that it does. In particular, no person other than a party to the EULA can enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999.

***Section 20. Governing  
Law and Arbitration***

This EULA, and any disputes arising out of or related hereto, will be governed exclusively by the laws of the State of New York, USA, and without regard to conflicts of laws rules. The application of the United Nations Convention on the International Sale of Goods is expressly excluded. Any dispute between the parties arising out of, or relating to, the validity, construction, interpretation, or performance of this EULA that cannot be resolved amicably shall be submitted to binding and confidential arbitration. The seat of such arbitration proceedings shall be in the Borough of Manhattan, County and State of New York, USA, and such proceedings shall, except as specifically provided herein, be conducted in accordance with the rules of the Comprehensive Arbitration Rules of JAMS, Inc. ("JAMS"). Any such arbitration proceeding shall be conducted before three (3) JAMS arbitrators, with one arbitrator each selected by the parties and the third to be selected by the first two arbitrators, unless the parties otherwise agree to a single arbitrator, in which event such single arbitrator shall be selected by agreement of the parties in their reasonable discretion. The parties agree to cooperate with each other and JAMS to select the arbitrator(s) within two (2) weeks after the filing of the arbitration demand. The party filing the arbitration demand shall be required to attach a statement of claim to such demand, including all documentary evidence being relied on. Depositions shall be permitted but neither party shall be permitted to demand more than three (3) depositions. The arbitrator(s) shall have the authority to issue subpoenas unless prohibited by law. The arbitrator(s) shall not have the authority to award punitive damages or attorneys' fees, costs, or expenses. The decision and award of the arbitrator(s) shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the Federal Arbitration Act shall apply with respect to any award rendered by the arbitrator(s). The parties shall share equally the cost of the arbitration. Either party

may obtain interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of intellectual property or proprietary rights without the necessity of posting a bond or other security or of proving damages.

If You are a public sector agency or government institution located in the United States, the laws of the primary jurisdiction in which You are located will govern the EULA and any disputes arising out of or related thereto. For US federal government customers, this EULA shall be controlled and construed under the laws of the United States of America.

### ***Section 21. Integration***

If any portion of this EULA is found to be void or unenforceable, the remaining provisions of this EULA shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, this EULA is the complete agreement between the parties with respect to the Software and supersedes all prior or contemporaneous communications, understandings, or agreements (whether written or oral) regarding this subject matter. In the event of any conflict, the order of precedence is: (i) this EULA and (ii) the applicable Order. The parties agree that the English version of the EULA will govern in the event of a conflict between it and any version translated into another language. TransPerfect and the TransPerfect logo are trademarks or registered trademarks of TransPerfect and/or its affiliates in the US and other countries.

### ***Section 22. General Provisions***

- a. **Relationship.** The parties are independent contractors under this EULA and expressly disclaim any partnership, franchise, joint venture, agency, employer/employee, fiduciary, or other special relationship. Neither party intends this EULA to benefit or create any right or cause of action in or on behalf of any person or entity other than the parties. This EULA is not intended to create a third-party beneficiary of any kind. You must not represent to any third party that it has any right to bind TransPerfect in any manner and You will not to make any representations or warranties on behalf of TransPerfect.
- b. **Severability.** If a court holds that any provision of this EULA is invalid or unenforceable under applicable law, the court will modify the provision to the minimum extent necessary to make it valid and enforceable or, if it cannot be made valid and enforceable, the court will sever and delete the provision from this EULA. The change will affect neither the validity of the amended provision nor the validity of any other provision of this EULA, which will continue in full force and effect.
- c. **Assignment.** You may not sublicense, assign, or transfer Your rights under this EULA without TransPerfect's prior written consent. Any attempt by You to sublicense, assign, or transfer any of Your rights, duties, or obligations under this EULA, whether directly, or indirectly by merger, acquisition, or change of control, will be null and void.

### ***Section 23. Notification***

TransPerfect may provide You with notice via email, regular mail and/or postings on the TransPerfect.com website or any other website used with the Software. Notices to TransPerfect should be sent to TransPerfect, Office of General Counsel, 1250 Broadway, New York, NY 10001 unless this EULA, applicable supplemental terms, or an Order specifically allows other means of notice.

***Section 24. Force  
Majeure***

Except for payment obligations, neither party will be responsible for failure of performance due to an event beyond the affected party's reasonable control, including accidents, severe weather events, acts of God, actions of any government agency, pandemic, acts of terrorism, or the stability or availability of the internet or portions thereof.

***Section 25. Reservation of Rights,  
Subcontracting, and Modifications***

Failure to enforce any right under this EULA will not waive that right.

***Section 26.  
Definitions***

**"Authorized User(s)"** means the individuals You authorize to access the Software, including Your employees or third parties that access the Software solely on Your behalf for Your internal operations.

**"Cloud Service"** means the TransPerfect hosted software-as-a-service offering or other TransPerfect cloud-enabled feature described in an Order.

**"Confidential Information"** means non-public proprietary information of TransPerfect obtained by You in connection with this EULA, which: (i) is conspicuously marked; or, (ii) if verbally disclosed, is summarized in writing to You within 14 days; or (iii) is information not so marked or summarized but which by its nature or given the circumstances of its disclosure should reasonably be considered confidential. You agree all information regarding the pricing, functionality, and performance of the Software is Confidential Information and cannot be used for any purpose not authorized herein or disclosed to any third party without written consent of TransPerfect.

**"Content"** means any TransPerfect-provided content or data, including, but not limited to, geographic or domain information, rules, signatures, threat intelligence or other threat data feeds, suspicious URLs, and IP address data feeds.

**"Customer Data"** means all information and data that You or an Authorized User provides or transfers to TransPerfect or that the Software collects from You, Your Authorized User(s), or Your system(s), in connection with Your use of the Software, including but not limited to data related to those Authorized Users. Customer Data does not include Telemetry Data.

**"Derivative Work"** means a work that is based on one or more preexisting works (such as a revision, translation, dramatization, motion picture version, abridgment, condensation, enhancement, modification, or any other form in which preexisting work

may be recast, transformed or adapted) which, if created without the authorization of the copyright owner of the preexisting work, would constitute copyright infringement.

**“Documentation”** means the TransPerfect user or technical manuals, training materials, specifications, privacy data sheets, or other information applicable to the Software.

**“Order”** means an ordering document (including a web or other electronic form) that specifies the duration, type, and quantity of Software to be provided and the associated fees (if relevant).

**“Personal Data”** means any information that can be used to identify an individual and may include name, address, email address, phone number, login information (account number and password), marketing preferences, social media account information, or payment card number.

**“Software”** means the binary image of TransPerfect computer programs (including Upgrades), which could be a downloadable file, delivered on physical media, pre-installed on the on-premise computer system, resident in ROM/Flash (system memory) or cloud-hosted, and purchased or licensed from TransPerfect, including Introspec.

**“Telemetry Data”** means all information and data that the Software generates in connection with Your use, including but not limited to, network policy, log and configuration information; threat intelligence data, URLs, metadata, or net flow data; origin and nature of malware; the types of software or applications installed on a network or an endpoint; information about the devices connected to a network; information generated by sensors, devices, and machinery; information related to the usage, origin of use, traffic patterns, or behavior of the users of a network or Software; and information relating to the existence of cookies, web beacons, and other similar applications.

**“TransPerfect,” “we,” “our,” or “us”** means TransPerfect Translations International Inc. or its applicable affiliate(s).

**“Upgrades”** means all updates, upgrades, bug fixes, error corrections, enhancements, and other modifications to the Software.

**“You” and “Your”** means the individual or legal entity licensing the Software under this EULA.

## ***Section 27.*** ***Marketing, Publicity, and Branding***

- a. **Press Release.** Client agrees that TransPerfect may issue a press release, at TransPerfect’s sole expense, announcing this relationship.
- b. **Publicity Opportunities.** TransPerfect is permitted from time to time to seek publicity opportunities that represent a mutual benefit to both the Client and TransPerfect. These opportunities may include articles in newspapers or other public information sources, speaking engagements at conferences, and press briefings. The Client will have the opportunity to accept or decline participation in each individual opportunity.
- c. **Name and Website.** TransPerfect shall have permission to list the Client’s company

name, logo, and website link within a list or collection of companies using the Software.

- d. **Reference.** Client agrees to serve as a reference for TransPerfect and the Software on occasions where prospective and current TransPerfect clients may request to speak with other clients, provided that TransPerfect shall seek Client's consent before referring any clients to Client.