

TransPerfect Terms and Conditions

This document, the TransPerfect Terms of Service (“**Terms**”) is between You and TransPerfect Translations International Inc. and governs Your use of the GlobalLink Now Portal (the “**Software**”). Please read carefully. If you do not agree with these Terms, do not register or use any of the Services.

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 acknowledge that TransPerfect does not review the material which You submit through the Software and that You are entirely responsible for the content of the material and the implications of the translation thereof. Because of the complexities of the human language, and the possibility of a number of different translations and interpretations of particular words and phrases, there are inherent limitations in machine translations. TransPerfect therefore recommends that You examine and verify the translation resulting from use of the Software, and accepts no responsibility for the accuracy thereof. You agree to be bound by these Terms from the acceptance date.

Section 2. License

Subject to Your purchase of a license to the Software and compliance with these Terms, TransPerfect grants You a non-exclusive and non-transferable license to use the Software and related Documentation only in accordance with these Terms and on the condition that You use the Software for lawful purposes only. You therefore undertake not to use the Software to translate any of the following: defamatory, obscene or other unlawful material or information; and/or confidential or proprietary information, including trademarks or copyrighted information, belonging to a third party, without the express authorization of the rights holder in question. 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. TransPerfect reserves the right, without further obligation or liability, to: (i) vary, change, modify, cancel or discontinue the Software; (ii) limit, terminate or suspend your use of the Software; and (iii) impose additional charges for use of the Services. You represent and warrant that: (i) You own or are a licensee of the source materials and all components thereof, and (ii) translation of the source material and publication, distribution, sale or other use of the deliverable created thereby shall not infringe upon any copyright, trademark, patent or other intellectual property or other right of any third party.

Section 3. Beta

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.

Section 4. Ownership

The Software is protected by United States, Canadian, and International copyright laws. Title and copyright to the Software and 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

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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 herein; (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. No Use by Third Parties

You may not allow third parties to use the Software.

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. TransPerfect has not independently tested or evaluated any third party products. ALL THIRD PARTY PRODUCTS AND MATERIALS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY

LAW, TRANSPERFECT DISCLAIMS ALL LIABILITY FOR ANY CLAIMS, DEMANDS, SUITS OR ACTIONS, UNDER ANY THEORY OF LIABILITY, ARISING OUT OF THE USE OR ATTEMPTS TO USE SUCH THIRD PARTY PRODUCTS AND MATERIALS.

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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 or modified, except by TransPerfect or its authorized representative; (ii) has not been installed, operated, used, repaired, or maintained in accordance with these Terms, the Documentation or 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; (v) has not been provided by TransPerfect; or (vi) a malfunction in the Software has been caused by any equipment or software not supplied by TransPerfect. TransPerfect accepts no responsibility for the results of any errors, defects and/or other risks associated with the Software, including, without limitation, the risk that: (i) a document or its text may be lost or damaged in transmission or (ii) the confidentiality of a document transmitted over the Internet may be breached. 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 the repair or replacement of the Software. TransPerfect may ask You to return or destroy the Software and/or Documentation as a condition of the Software remedy.

c. **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.

d. **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 these Terms, the Software or otherwise, and whether arising in contract, tort 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 six (6) month period before the initial claim and paid by You. This limitation of liability for Software is cumulative and not per incident. Nothing in these Terms limits or excludes any liability that cannot be limited or excluded under applicable law. The warranties and remedies set forth herein are exclusive and in lieu of all others, oral or written, express or implied.

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 these Terms. 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.

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.
- b. If a party materially breaches these Terms and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate the use of this Software 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, You must cease any further use of the Software and destroy any copies of Software within Your control.

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 these Terms, 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 these Terms 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.

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 any other user and obtaining all required consents from other 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) 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 other users and obtaining all required consents from other users regarding the processing and transfer of their 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 these Terms; (ii) Your use of the Software and/or the reproduction or transmission of material contained therein in a manner not expressly permitted by these Terms; (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; (vi) Your compliance with the terms hereof; (vii) any claim that any element of the deliverable produced by You infringes any copyright, trademark, patent, or other proprietary right and (viii) 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 these Terms, 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 U.S. Government end users acquire the Software and Documentation with only those rights set forth in these Terms. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. 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 United States 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 U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. 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 of these Terms.

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

These Terms 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 Terms 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

These Terms, 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 these Terms 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 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 these Terms and any disputes arising out of or related thereto. For U.S. Federal Government customers, these Terms shall be controlled and construed under the laws of the United States of America.

Section 21. Integration

If any portion of these Terms is found to be void or unenforceable, the remaining provisions of these Terms shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, these Terms are 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. The parties agree that the English version of this Terms 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 U.S. and other countries.

Section 22. General Provisions

a. **Relationship.** The parties are independent contractors under these Terms and expressly disclaim any partnership, franchise, joint venture, agency, employer/employee, fiduciary or other special relationship. Neither party intends these Terms to benefit or create any right or cause of action in or on behalf of, any person or entity other than the parties. These Terms are 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 these terms 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 these Terms. The change will affect neither the validity of the amended provision nor the validity of any other provision of these Terms, which will continue in full force and effect.

c. **Assignment.** You may not sublicense, assign or transfer Your rights under these Terms without TransPerfect's prior written consent. Any attempt by You to sublicense, assign or transfer any of Your rights, duties or obligations under these Terms, whether directly, or indirectly by merger, acquisition or change of control, will be null and void.

d. **Use of Website.** TransPerfect grants You permission to access and view this TransPerfect website and to electronically copy and to print in hard copy portions of this website for the sole purpose of information and reference. Any other use of materials on this website including reproduction for purposes other than those noted above, or any modification, distribution or republication without the prior written permission of TransPerfect is strictly prohibited. All rights are reserved with respect to all information, text, photographs, designs, graphics, images, sound and video recordings, animation and other materials and effects (including logos) that are protected by copyrights, trademarks, service marks, and other intellectual or proprietary rights owned

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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 these terms specifically allows other means of notice.

Section 24. Force Majeure

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 these Terms will not waive that right.

Section 26. Definitions

"Cloud Service" means the TransPerfect hosted software-as-a-service offering or other TransPerfect cloud-enabled feature licensed by You.

"Confidential Information" means non-public proprietary information of TransPerfect obtained by You in connection with this Terms, 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 provide or transfer to TransPerfect or that the Software collects from You or Your system(s), in connection with Your use of the Software. 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, if any.

“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.

“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 Technologies LLC 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 that will use this Software.