

DEFINITIONS SCHEDULE

The following definitions shall apply to XTM's Subscription Agreement Terms available at <https://go.xtm.cloud/legal/xtm-subscription-agreement-terms> (the **Terms**):

Acceptable Use Policy	Our policy on acceptable use of the Services (as Updated from time to time), which as at Order Acceptance is the latest version available at https://go.xtm.cloud/legal/acceptable-use-policy .
Account Manager	Your XTM account representative.
Affiliate	means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010.
Agreement	has the meaning set out in clause 1.1 of the Terms.
Applications	means the software or applications used by or on behalf of Us to provide the Subscribed Services.
Approved Users	means, in respect of the relevant Subscribed Service, the named users authorised by You to use that Subscribed Service in accordance with the terms of the Agreement.
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England.
Concurrent Users	means, in respect of each Subscribed Service, the number of Approved Users who may use that Subscribed Service at any one time as set out in the Order Form.
Customer/You/Your(s)	means the legal entity identified as the Customer/You in the Order Form.
Data Processing Agreement	means the Data Processing Agreement available at https://go.xtm.cloud/legal/data-processing-agreement .
Data Protection Laws:	means: <ul style="list-style-type: none">(a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; and(b) to the extent the GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Supplier is subject, which relates to the protection of Personal Data.
Documentation	means: <ul style="list-style-type: none">(a) the description of the relevant Subscribed Service (as Updated from time to time), which as at Order Acceptance is

the latest version available at <https://xtm.cloud/> (the **Description**); and

- (b) in respect of each Subscribed Service, the relevant instructions as to how to use that part of the Services made available by Us at <https://help.xtm.cloud/> or as provided by Us in writing (as Updated from time to time) (the **User Manual**).

Fees means the subscription fees detailed in an Order Form together with any other amounts payable to Us under the Agreement.

Feedback has the meaning given in clause 10.5 of the Terms.

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet.

Free or Trial Service means any Subscribed Service identified as being provided on a trial basis or provided without charge (for the duration of the period during which it is provided on such basis).

GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679).

Intellectual Property Rights means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing.

Non-Supplier Materials means all services, data, information, content, Intellectual Property Rights, websites, software and other materials controlled or owned by or on behalf of a third party (excluding Affiliates) the use of which is subject to a separate agreement or licence between You and the relevant third party (including such Non-Supplier Materials which may be linked to, interact with or used by the Services) and all other materials expressly identified as Non-Supplier Materials in the Agreement.

Open Source Software	means any software subject to a version of the General Public Licence, together with any other 'open source' software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of this Agreement and any 'free software' as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of the Agreement.
Order Acceptance	means the effective date of the relevant Order Form.
Order Form	means the electric or physical form (including its schedules, annexes and appendices, if any) ordering the Subscribed Services entered into by or on behalf of You and Us, incorporating the Terms (and as varied by the parties by agreement in writing from time to time).
Our Confidential Information	means all information (whether in oral, written or electronic form) relating to Our business which may reasonably be considered to be confidential in nature including information relating to Our technology, know-how, Intellectual Property Rights, assets, finances, strategy, pricing, products and customers. All information relating to the Documentation, the Description and any other technical or operational specifications or data relating to each Subscribed Service shall be part of Our Confidential Information.
Permitted Downtime	means: <ul style="list-style-type: none"> (a) scheduled maintenance and installation services which We will use reasonable endeavours to undertake on weekends between 6pm on Friday and 8am Monday (CET time) unless requested by You and mutually agreed; (b) emergency maintenance; or (c) downtime caused in whole or part by Force Majeure.
Permitted Purpose	means use solely for Your internal business operations and in accordance with the applicable Documentation and the Agreement. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law: <ul style="list-style-type: none"> (a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing (save to the extent permitted by clause 3.1 of the Terms), leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Subscribed Service or Documentation; (b) permitting any use of any Subscribed Service or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or

making any Subscribed Service or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to Your Affiliates for the Permitted Purpose));

- (c) combining, merging or otherwise permitting any Subscribed Service (or any part of it or any Application) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or
- (d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part),

except as expressly permitted under the Agreement.

Personal Data	has the meaning given in the General Data Protection Regulation, Regulation (EU) 2016/679).
Policies	means each of the following: <ul style="list-style-type: none">(a) the Acceptable Use Policy; and(b) the Privacy Policy.
Privacy Policy	Our privacy policy in relation to the Services (as Updated from time to time), which as at Order Acceptance is the latest version available at https://go.xtm.cloud/privacy-policy .
Protected Data	has the meaning given in the Data Protection Agreement.
Relief Event	means: <ul style="list-style-type: none">(a) any breach of the Agreement by You; or(b) any Force Majeure.
Renewal Date	has the meaning given in clause 19.1 of the Terms.
Service Hours	means twenty-four (24) hours a day, seven (7) days a week excluding Permitted Downtime.
Services	means the Subscribed Services and the Support Services.
Subscription Term	means (subject to clauses 19 and 20 of the Terms) in respect of each Subscribed Service, the duration during which such services are to be provided as initially set out in the Order Form and as varied in accordance with the Agreement.
Subscribed Services	means each cloud service to which You have subscribed as set out in the Order Form (and Subscribed Service shall refer to each respective service separately).

Supplier/XTM/We/Us/Our	shall in mean: (a) in the case of orders made via XTM’s website, XTM International Limited; or (b) for all other orders, the legal entity identified as the Supplier in the applicable Order Form.
Supplier Provided Materials	means all services, data, information, content, Intellectual Property Rights, websites, software and other materials provided or made available by or on behalf of Us, but excluding all of Your Data and all Non-Supplier Materials.
Service Level Agreement/SLA	means the service level agreement available at https://go.xtm.cloud/legal/service-level-agreement .
Support Subscription Package	means the level of Support Services purchased by You and set out in the Order Form. We offer three levels of Support Services: Standard, Silver and Gold. The Support Subscription Packages are detailed in the SLA.
Support Services	means, in respect of the relevant Subscribed Service, the support services provided by Us to You as described in the SLA and at the level detailed in the Order Form.
UK GDPR	means the “applied GDPR” as defined in section 3 of the Data Protection Act 2018.
Update	has the meaning given in clause 6.2 of the Terms, and Updated shall be construed accordingly.
Update Notification	has the meaning given in clause 6.1 of the Terms.
Upgrade(s)	has the meaning given in clause 5.2 of the Terms.
VAT	means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.
Virus	means any virus, disabling code (including code intended to limit or prevent any use of any software or system) or other malicious software (including malware, trojan horses, ransomware and spyware).
XTM Cloud	means the translation management software provided by Us.
XTM International, Inc.	a corporation registered in the state of Delaware under number 5450150 whose principal place of business is at 510 Clinton Square, Rochester, New York, 14604.

XTM International Limited	a company registered in England and Wales under company number 04217452 whose registered office is c/o Azets Burnham Yard, London End, Beaconsfield, Bucks, United Kingdom, HP9 2JH.
XTM Subscription Agreement Terms	means the Terms, as Updated from time to time.
XTM's Website	means https://xtm.cloud/ .
Your Data/Customer Data	means all data (in any form) that is provided to Us or uploaded or hosted on any part of any Service by You or by any Approved User and any translations of the same produced by the Subscribed Services (but excluding Feedback).
Your Systems	means all software and systems used by or on behalf of Your Affiliates, any of Your or their direct or indirect sub-contractors, or any Approved User in connection with the provision or receipt any of the Services or that the Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly).