

XTM SUBSCRIPTION AGREEMENT TERMS

These current consolidated XTM Subscription Agreement Terms were published on 24 November 2023 (XTM Subscription Agreement Terms).

1 Definitions and Interpretation

1.1 Each Order Form entered into by You will form a separate agreement, incorporating these XTM Subscription Agreement Terms, the Data Processing Agreement, the Service Level Agreement, the Documentation for the respective Subscribed Services and the Policies (this **Agreement**). In this Agreement:

1.1.1 in the event of any conflict in respect of the provisions of this Agreement and/or the documents referred to in it the following order of priority will prevail (in descending order of priority): (1) the Data Processing Agreement; (2) the relevant Order Form; (3) the Policies; (4) the XTM Subscription Agreement Terms; (5) the Definitions Schedule; (6) the Service Level Agreement; and (7) the Documentation; and

1.1.2 subject to the order of priority between the documents in clause 1.1.1, later versions of documents will prevail over earlier ones if there is any conflict or inconsistency between them.

1.2 The definitions and rules of interpretation set out in the Definitions Schedule (available at <https://go.xtm.cloud/legal/definitions-schedule>) will apply to this Agreement. In the Agreement, unless otherwise stated:

1.2.1 the table of contents, background section and the clause, paragraph, schedule or other headings in the Agreement are included for convenience only and shall have no effect on interpretation;

1.2.2 Each of Us and You are together the parties and each a party, and a reference to a party includes that party's successors and permitted assigns;

1.2.3 words in the singular include the plural and vice versa;

1.2.4 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.5 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);

1.2.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation; and

1.2.7 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

1.3 Any obligation on XTM under this Agreement to comply or ensure compliance by any person or the Services with any law will be limited to compliance only with the law applied by clause 32 as generally applicable to businesses and to providers of software as a service solutions. Such obligations will not be construed to create any obligation on XTM (or anyone acting on XTM's behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other

activities (such as insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part thereof) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors).

2 Rights of Use

2.1 Upon Order Acceptance and subject to the terms of this Agreement, XTM grants You a non-exclusive, non-transferable, personal right to:

2.1.1 use each Subscribed Service during Service Hours; and

2.1.2 copy and use the Documentation as strictly necessary for its use by Approved Users of the Subscribed Services,

during the Subscription Term for the Permitted Purpose.

2.2 You acknowledge that use of the Subscribed Services is at all times subject to Your compliance with this Agreement and the requirements identified in this Agreement (including all minimum system requirements).

2.3 You acknowledge that the Services do not include:

2.3.1 any services, systems or equipment required to access the internet (and that You are solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by You in connection with use of the Services);

2.3.2 dedicated data back up or disaster recovery facilities (and You should ensure that at all times You maintain backups of all of Your Data); or

2.3.3 legal, accounting or other professional or regulated services and that, except as expressly stated in this Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.

3 Approved Users

3.1 You will ensure that only Approved Users use the Subscribed Services and that such use is at all times in accordance with this Agreement. You will ensure that Approved Users are, at all times while they have access to the Subscribed Services, Your employees or contractors or Your Affiliate's employees or contractors. If You are a language service provider, Approved Users shall also include the employees and contractors of Your customers to the extent that such access is required for You to collaborate on projects with Your customer.

3.2 You can register Approved Users in XTM Cloud. When Approved Users cease to be employed or engaged by You or Your Affiliates such that they are no longer entitled to be Approved Users, You are responsible for removing their access to the Subscribed Services and Your Data.

3.3 The number of Approved Users accessing a Subscribed Service will not exceed the number of Concurrent Users for the relevant Subscribed Service at any time.

3.4 You will:

3.4.1 be liable for the acts and omissions of the Approved Users and Your Affiliates as if they were Your own;

3.4.2 only provide Approved Users with access to the Services via the access method provided by Us and will not provide access to (or permit access by) anyone other than an Approved User; and

3.4.3 procure that each Approved User is aware of, and complies with, the obligations and restrictions imposed on You under this Agreement, including all obligations and restrictions relating to Our Confidential Information.

3.5 You warrant and represent that You, and all Approved Users and all others acting on Your or their behalf (including systems administrators), will keep confidential and not share with any third party (or with other individuals except those with administration rights at Your organisation and Your Affiliate's organisation as necessary for use of the Service) their password or access details for any Subscribed Service.

3.6 You will (and will ensure all Affiliates and Approved Users will) at all times comply with the Acceptable Use Policy and all other provisions of this Agreement.

3.7 If any password has been provided to an individual that is not an Approved User, You will, without delay, disable any such passwords and notify Us immediately.

3.8 You will comply (and will ensure all Affiliates and Approved Users comply) with all applicable laws, rules, and regulations governing export that apply to the Services, Your Data and the Documentation (or any part), and will not export or re-export, directly or indirectly, separately or as a part of a system, the Services, Your Data or the Documentation (or any part) to, or access or use the Services, Your Data or the Documentation (or any part) in, any country or territory for which an export licence or other approval is required under the laws of the United Kingdom, the United States, the European Union or any of its member states, without first obtaining such licence or other approval. Without prejudice to Our obligations under the Data Processing Agreement, You will be solely responsible for ensuring Your access, importation and use of the Services, Your Data and Documentation in or into any part of the jurisdiction in which You are located or elsewhere complies with all export and other laws.

4 Indemnities

Subject to clause 17, each party will indemnify, keep indemnified and hold harmless the other party (on their behalf and on behalf of each of their Affiliates) from and against any losses, claims, damages, liability, Data Protection Losses, costs (including legal and other professional fees) and expenses incurred by the indemnified party (or any of their Affiliates) as a result of the indemnifying party's breach of this Agreement.

5 Support and Upgrades

5.1 Support Services will be available to You for each Subscribed Service for the duration of the respective Subscription Term, to the extent and in the manner specified in the Service Level Agreement.

5.2 We may, from time to time and in Our sole discretion, issue new releases for the software including, but not limited to, upgrades, new features, patches, enhancements, or fixes (**Upgrades**) which will be included as part of the relevant Subscribed Service at no extra Fee. With respect to public cloud deployments of XTM Cloud, Upgrades will be immediately and automatically available as of the

release date. With respect to private cloud deployments on XTM Cloud, We will arrange a suitable time to implement the Upgrades with You. Any other Upgrade request will be supported on a time and materials basis. TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, XTM WILL NOT BE LIABLE FOR ANY LOSS CAUSED BY ANY DELAY TO IMPLEMENT ANY UPGRADES CAUSED BY YOU.

5.3 We will use reasonable endeavours to notify You in advance of scheduled maintenance but You acknowledge that You may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

6 Changes to Services and Terms

6.1 We may at Our absolute discretion make, and notify You of, updated versions of the documents referred to in clause 1.1.1 or other documents referred to in any part of this Agreement (excluding in each case the Order Form) from time to time by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which We elect, including by making the updated version of the document available on Our website using the same URL as the previous version of the relevant document (**Update Notification**). We will comply with Our related obligations in the Data Processing Agreement.

6.2 The document(s) subject to such Update Notification will replace the preceding version of the same document(s) for the purposes of this Agreement from the date of the Update Notification of such revised document(s) (the **Update**) (or at such later date as We may specify).

6.3 You acknowledge that We will be entitled to modify the features and functionality of the Services. We will use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the relevant Subscribed Service(s) by Our customers generally. We may, without limitation to the generality of this clause 6.3, establish new limits on the Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Service, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents. We will comply with Our related obligations in the Data Processing Agreement.

7 Fees

7.1 The Fee and any other charges (including expenses) expressly agreed between the parties in writing will be paid by You at the rates and in the manner described in the Order Form. All payment obligations are non-cancellable and all amounts paid are non-refundable. All payments shall be made in the currency indicated on the Order Form in full and cleared funds without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law) within thirty (30) days of the applicable invoice date. If You have purchased Our Services through Our website, You will be charged as part of the order process.

7.2 The Fees are exclusive of VAT or any other relevant local sales tax which will be payable by You at the rate and in the manner prescribed by law.

7.3 Fees payable to Us under this Agreement will be paid into Our bank account by electronic funds transfer unless otherwise notified by Us to You in writing in accordance with Our Agreement.

7.4 We will have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of the Bank of England from time to time or the maximum allowed by law, whichever is greater, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

7.5 The Fees shall increase in accordance with the Auto-renewal provision of Your most recent Order Form on each renewal under clause 19.1 of this Agreement.

7.6 All pricing terms form part of Our Confidential Information, and Customer agrees not to disclose them to any third party.

7.7 To the extent this Agreement terminates or expires (other than due to termination by You under clauses 20.2) You will not be entitled to any refund or discount of the Fees.

8 WARRANTIES

8.1 SUBJECT TO THE REMAINDER OF THIS CLAUSE 8, WE WARRANT THAT:

8.1.1 EACH SUBSCRIBED SERVICE WILL OPERATE MATERIALLY IN ACCORDANCE WITH ITS DESCRIPTION WHEN USED IN ACCORDANCE WITH THIS AGREEMENT UNDER NORMAL USE AND NORMAL CIRCUMSTANCES DURING THE RELEVANT SUBSCRIPTION TERM; AND

8.1.2 WE WILL PROVIDE EACH OF THE SERVICES WITH REASONABLE CARE AND SKILL.

8.2 YOU ACKNOWLEDGE THAT CLAUSE 8.1 DOES NOT APPLY TO FREE OR TRIAL SERVICES OR TO SUPPORT SERVICES PROVIDED IN CONNECTION WITH THE SAME. WITHOUT PREJUDICE TO OUR OBLIGATIONS UNDER THIS AGREEMENT IN RESPECT OF PROTECTED DATA, FREE OR TRIAL SERVICES AND SUPPORT SERVICES PROVIDED IN CONNECTION WITH THE SAME ARE PROVIDED 'AS IS' AND WITHOUT WARRANTY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8.3 THE SERVICES MAY BE SUBJECT TO DELAYS, INTERRUPTIONS, ERRORS OR OTHER PROBLEMS RESULTING FROM USE OF THE INTERNET OR PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS USED BY THE PARTIES OR THIRD PARTIES OR BY THIRD PARTY SOFTWARE CONNECTED TO OUR SERVICES. YOU ACKNOWLEDGE THAT SUCH RISKS ARE INHERENT IN CLOUD SERVICES AND THAT WE WILL HAVE NO LIABILITY FOR ANY SUCH DELAYS, INTERRUPTIONS, ERRORS OR OTHER PROBLEMS.

8.4 IF THERE IS A BREACH OF ANY WARRANTY IN CLAUSE 8.1 WE WILL AT OUR OPTION: USE REASONABLE ENDEAVOURS TO REPAIR OR REPLACE THE IMPACTED SERVICES WITHIN A REASONABLE TIME OR PAY THE COSTS OF HAVING THE RELEVANT SERVICES SUPPLIED AGAIN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS CLAUSE 8.4 SETS OUT YOUR SOLE AND EXCLUSIVE REMEDY (HOWEVER ARISING, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE) FOR ANY BREACH OF ANY OF THE WARRANTIES IN CLAUSE 8.1.

8.5 THE WARRANTIES IN CLAUSE 8.1 ARE SUBJECT TO THE LIMITATIONS SET OUT IN CLAUSE 17 AND WILL NOT APPLY TO THE EXTENT THAT ANY ERROR IN THE SERVICES ARISES AS A RESULT OF:

8.5.1 INCORRECT OPERATION OR USE OF THE SERVICES BY YOU, ANY AFFILIATE OR ANY APPROVED USER (INCLUDING ANY FAILURE TO FOLLOW THE DOCUMENTATION OR FAILURE TO MEET MINIMUM SPECIFICATIONS);

8.5.2 USE OF ANY OF THE SERVICES OTHER THAN FOR THE PURPOSES FOR WHICH IT IS INTENDED;

8.5.3 USE OF ANY SERVICES WITH OTHER SOFTWARE OR SERVICES OR ON EQUIPMENT WITH WHICH IT IS INCOMPATIBLE (UNLESS WE RECOMMENDED OR REQUIRED THE USE OF THAT OTHER SOFTWARE OR SERVICE OR EQUIPMENT IN THE DOCUMENTATION);

8.5.4 ANY ACT BY ANY THIRD PARTY (INCLUDING HACKING OR THE INTRODUCTION OF ANY VIRUS OR MALICIOUS CODE);

8.5.5 ANY ISSUE CAUSED IN WHOLE OR IN PART BY ANY THIRD PARTY SOFTWARE;

8.5.6 ANY MODIFICATION OF SERVICES (OTHER THAN THAT UNDERTAKEN BY US OR AT OUR DIRECTION); OR

8.5.7 ANY BREACH OF THIS AGREEMENT BY YOU (OR BY ANY AFFILIATE OR APPROVED USER).

8.6 WE MAY MAKE NON-SUPPLIER MATERIALS AVAILABLE FOR YOUR USE IN CONNECTION WITH THE SERVICES. YOU AGREE THAT:

8.6.1 WE HAVE NO RESPONSIBILITY FOR THE USE OR CONSEQUENCES OF USE OF ANY NON-SUPPLIER MATERIALS;

8.6.2 YOUR USE OF ANY NON-SUPPLIER MATERIALS WILL BE GOVERNED BY THE APPLICABLE TERMS BETWEEN YOU AND THE OWNER OR LICENSOR OF THE RELEVANT NON-SUPPLIER MATERIALS;

8.6.3 YOU ARE SOLELY RESPONSIBLE FOR ANY NON-SUPPLIER MATERIALS USED IN CONNECTION WITH THE SERVICES AND FOR COMPLIANCE WITH ALL APPLICABLE THIRD PARTY TERMS WHICH MAY GOVERN THE USE OF SUCH NON-SUPPLIER MATERIALS; AND

8.6.4 THE CONTINUED AVAILABILITY, COMPATIBILITY WITH THE SERVICES AND PERFORMANCE OF THE NON-SUPPLIER MATERIALS IS OUTSIDE THE CONTROL OF US AND WE HAVE NO RESPONSIBILITY FOR ANY UNAVAILABILITY OF OR DEGRADATION IN THE SERVICES TO THE EXTENT RESULTING FROM THE AVAILABILITY, INCOMPATIBILITY OR PERFORMANCE OF ANY OF THE NON-SUPPLIER MATERIALS;

8.7 YOU ACKNOWLEDGE THAT NO LIABILITY OR OBLIGATION IS ACCEPTED BY US (HOWSOEVER ARISING WHETHER UNDER CONTRACT, TORT, IN NEGLIGENCE OR OTHERWISE) TO THE EXTENT:

8.7.1 THAT THE SUBSCRIBED SERVICES WILL MEET YOUR INDIVIDUAL NEEDS, UNLESS SPECIFIED IN THE ORDER FORM;

8.7.2 THAT THE OPERATION OF THE SUBSCRIBED SERVICES WILL NOT BE SUBJECT TO MINOR ERRORS OR DEFECTS; OR

8.7.3 THAT THE SUBSCRIBED SERVICES WILL BE COMPATIBLE WITH ANY OTHER SOFTWARE OR SERVICE OR WITH ANY HARDWARE OR EQUIPMENT EXCEPT TO THE EXTENT EXPRESSLY REFERRED TO AS COMPATIBLE IN THE DOCUMENTATION.

8.8 OTHER THAN AS SET OUT IN THIS CLAUSE 8, AND SUBJECT TO CLAUSE 17.6, ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS OR OBLIGATIONS WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE AND INCLUDING ANY IMPLIED

TERMS RELATING TO QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ABILITY TO ACHIEVE A PARTICULAR RESULT ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW.

9 Your Responsibilities

9.1 You will (and will ensure all Affiliates and Approved Users will) at all times comply with all applicable laws relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications.

9.2 You will:

9.2.1 be responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You or Your Affiliates acquired Your Data;

9.2.2 co-operate with Us in all matters relating to the Services; and

9.2.3 provide Us with such information and materials as We may reasonably require to supply the Services, and ensure that such information is accurate in all material respects.

10 Intellectual Property

10.1 All Intellectual Property Rights in and to the Services (including in all Applications, Documentation, Upgrades and all Supplier Provided Materials) belong to and will remain vested in Us or the relevant third party owner. To the extent that You, any of Your Affiliates or any person acting on Your or their behalf acquires any Intellectual Property Rights in the Applications, Documentation, Supplier Provided Materials or any other part of the Services, You shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Us or such third party as We may elect. You will execute all such documents and do such things as We may consider necessary to give effect to this clause 10.1.

10.2 Except as expressly stated in the Order Form, We have no obligation to deliver any copies of any software to You in connection with this Agreement or the Services.

10.3 You and Your Approved Users may be able to store or transmit Your Data using one or more Subscribed Service and the Subscribed Services may interact with Your Systems. You hereby grant a royalty-free, non-transferable, non-exclusive licence for Us (and each of Our direct and indirect sub-contractors) to use, copy and otherwise utilise Your Data and Your Systems to the extent necessary to perform or provide the Services or to exercise or perform Our rights, remedies and obligations under this Agreement.

10.4 To the extent any Non-Supplier Materials are made available to, or used by or on behalf of You, any Affiliate or any Approved User in connection with the use or provision of any Subscribed Service, such use of Non-Supplier Materials (including all licence terms) will be exclusively governed by applicable third party terms notified or made available by Us or the third party and not by this Agreement. We grant no Intellectual Property Rights or other rights in connection with any Non-Supplier Materials.

10.5 We may use any feedback and suggestions for improvement relating to the Services provided by You, Your Affiliates or any Approved User without charge or limitation (**Feedback**). You hereby assign (or will procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Us at the time such Feedback is first provided to Us.

10.6 You hereby waive (and will ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to Us under this Agreement.

10.7 Except for the rights expressly granted in this Agreement, You, any Approved User, any of Your Affiliates and their direct and indirect sub-contractors, will not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (or any part including the Applications or Documentation) and no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

11 Defence Against Infringement Claims

11.1 Subject to clauses 11.2 and 11.5, We will:

11.1.1 defend at Our own expense any claim brought against You by any third party alleging that Your use of the Services infringes any copyright, database right or registered trademark, registered design right or registered patent in the United Kingdom, the United States and Canada, the European Economic Area, Australia, New Zealand and Japan (an **IP Claim**); and

11.1.2 pay, subject to clause 11.3, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.

11.2 The provisions of clause 11.1 will not apply unless You:

11.2.1 promptly notify Us upon becoming aware of any actual or threatened IP Claim and provide full written particulars;

11.2.2 make no comment or admission and take no action that may adversely affect Our ability to defend or settle the IP Claim;

11.2.3 provide all assistance reasonably required by Us subject to Us paying Your reasonable costs; and

11.2.4 give Us sole authority to defend or settle the IP Claim as We consider appropriate.

11.3 The provisions of clause 17 will apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under clause 11.1.

11.4 In the event of any IP Claim We may elect to terminate this Agreement immediately by written notice and promptly refund to You on a pro-rata basis for any unused proportion of Fees paid in advance. This clause 11.4 is without prejudice to Your rights and remedies under clauses 11.1.

11.5 We will have no liability or obligation under this clause 11 in respect of (and will not be obliged to defend) any IP Claim which arises in whole or in part from:

11.5.1 any modification of the Services (or any part) without Our express written approval;

11.5.2 any Non-Supplier Materials;

11.5.3 any of Your Data;

11.5.4 any Free or Trial Services (or any Support Services provided in connection with them);

11.5.5 any Open Source Software not embedded by Us;

11.5.6 any breach of this Agreement by You;

11.5.7 any delay to the installation of an Update or Upgrade caused by You;

11.5.8 installation or use of the Services (or any part) otherwise than in accordance with this Agreement and the User Manual; or

11.5.9 installation or use of the Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by Us.

11.6 Subject to clause 17.6, the provisions of this clause 11 sets out Your sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

11.7 Nothing in this provision shall be construed as a limitation on Your ability to retain legal counsel at Your own expense to passively monitor the proceedings.

12 Data Protection

Both parties shall at all times comply with the Data Protection Laws when undertaking the Services, and each party agrees to comply with the terms of the Data Processing Agreement.

13 Your Systems and Your Data

13.1 Your Data will at all times remain the property of You or Your licensors.

13.2 Except to the extent We have direct obligations under data protection laws, You acknowledge that We have no control over any of Your Data hosted as part of the provision of the Services and may not actively monitor or have access to the content of Your Data. You will ensure (and be exclusively responsible for) the accuracy, quality, integrity and legality of Your Data and that its use (including use in connection with the Service) complies with all applicable laws and Intellectual Property Rights.

13.3 If We become aware of any allegation that any of Your Data may not comply with the Acceptable Use Policy or any other part of this Agreement We will have the right to permanently delete or otherwise remove or suspend access to any of Your Data which is suspected of being in breach of any of the foregoing from the Services and/or disclose Your Data to law enforcement authorities (in each case without the need to consult You). Where reasonably practicable and lawful We will notify You before taking such action.

13.4 Except as otherwise expressly agreed otherwise in writing, We will not be obliged to provide You with any assistance extracting, transferring or recovering any data whether during or after the Subscription Term. You acknowledge and agree that You are responsible for maintaining safe backups and copies of any of Your Data, including as necessary to ensure the continuation of Your and any of Your Affiliates' businesses.

13.5 We routinely undertake regular backups of the Subscribed Services (which may include Your Data) for Our own business continuity purposes. You acknowledge that such steps do not in any way make Us responsible for ensuring Your Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, We will not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any of Your Data.

13.6 Unless otherwise set out in the Order Form, You hereby instruct that We, after thirty (30) days of the end of the provision of the Services (or any part) relating to the processing of Your Data, securely dispose of such of Your Data processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any applicable law under clause 32 requires Us to store any of Your Data. We will have no liability (howsoever arising, including in negligence) for any deletion or destruction of any of Your Data undertaken in accordance with this Agreement.

14 Confidentiality and Security of Your Data

14.1 We will maintain the confidentiality of Your Data and will not without Your prior written consent or in accordance with this Agreement, disclose or copy Your Data other than as necessary for the performance of the Services or Our express rights and obligations under this Agreement.

14.2 We will implement technical and organisational security measures as required by applicable law.

14.3 We:

14.3.1 undertake to disclose Your Data only to those of Our officers, employees, agents, contractors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement or as otherwise reasonably necessary for the provision or receipt of the Services, and

14.3.2 will be responsible to You for any acts or omissions of any of the persons referred to in clause 14.3.1 in respect of the confidentiality and security of Your Data as if they were Our own.

14.4 The provisions of this clause 14 will not apply to information which:

14.4.1 is or comes into the public domain through no fault of Us, Our officers, employees, agents or contractors;

14.4.2 is lawfully received by Us from a third party free of any obligation of confidence at the time of its disclosure;

14.4.3 is independently developed by Us (or any of Our Affiliates or any person acting on Our or their behalf), without access to or use of such Confidential Information; or

14.4.4 is required by law, by court or governmental or regulatory order to be disclosed,

provided that clauses 14.4.1 to 14.4.3 (inclusive) will not apply to Protected Data.

14.5 This clause 14 will survive the termination or expiry of this Agreement for a period of five (5) years.

14.6 To the extent any of Your Data is Protected Data, We will ensure that Your Data may be disclosed or used only to the extent such disclosure or use does not conflict with any of Our obligations under the Data Processing Agreement. Clauses 14.1 to 14.5 (inclusive) are subject to this clause 14.6.

15 Our Confidential Information

15.1 You will maintain the confidentiality of Our Confidential Information and will not without the prior written consent of Us, disclose, copy or modify Our Confidential Information (or permit others to do so)

other than as necessary for the performance of Your express rights and obligations under this Agreement.

15.2 You undertake to:

15.2.1 disclose Our Confidential Information only to those of Your Affiliate's and Your officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement;

15.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 15; and

15.2.3 be responsible for the acts and omissions of those third parties referred to in this clause 15.2 as if they were Your own acts or omissions.

15.3 You will give notice to Us of any unauthorised use, disclosure, theft or loss of Our Confidential Information immediately upon becoming aware of the same.

15.4 The provisions of this clause 15 will not apply to information which:

15.4.1 is or comes into the public domain through no fault of You, Your officers, employees, agents or contractors;

15.4.2 is lawfully received by You from a third party free of any obligation of confidence at the time of its disclosure;

15.4.3 is independently developed by You, without access to or use of Our Confidential Information; or

15.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that You, where possible, notify Us at the earliest opportunity before making any disclosure.

15.5 This clause 15 will survive the termination or expiry of this Agreement for a period of three (3) years.

16 Relief

To the maximum extent permitted by law, We will not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of this Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.

17 LIMITATION OF LIABILITY

17.1 THE EXTENT OF OUR LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT (REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT OR IN ANY OTHER WAY AND WHETHER OR NOT CAUSED BY NEGLIGENCE OR MISREPRESENTATION OR UNDER ANY INDEMNITY) WILL BE AS SET OUT IN THIS CLAUSE 17.

17.2 TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY LOSSES, CLAIMS, COSTS OR OTHER EXPENSES (HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT) ARISING DURING A FREE OR TRIAL SERVICE (AND ALL SUPPORT SERVICES PROVIDED IN CONNECTION WITH THE SAME).

17.3 SUBJECT TO CLAUSE 17.2 AND 17.6, OUR TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT DURING EACH CONSECUTIVE TWELVE MONTH (12) PERIOD STARTING ON THE DATE OF ORDER ACCEPTANCE (**LIABILITY PERIOD**) WILL NOT EXCEED THE AMOUNT OF THE FEES DUE OR PAID TO US IN RESPECT OF THAT LIABILITY PERIOD.

17.4 SUBJECT TO CLAUSE 17.6, WE WILL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT OR SPECIAL LOSSES.

17.5 SUBJECT TO CLAUSE 17.6, WE WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING (WHETHER DIRECT OR INDIRECT): LOSS OF PROFIT; DESTRUCTION, LOSS OF USE OR CORRUPTION OF DATA; LOSS OR CORRUPTION OF SOFTWARE OR SYSTEMS; LOSS OR DAMAGE TO EQUIPMENT; LOSS OF USE; LOSS OF PRODUCTION; LOSS OF CONTRACT; LOSS OF COMMERCIAL OPPORTUNITY; LOSS OF SAVINGS, DISCOUNT OR REBATE (WHETHER ACTUAL OR ANTICIPATED); AND/OR HARM TO REPUTATION OR LOSS OF GOODWILL; AND/OR WASTED EXPENDITURE.

17.6 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE LIABILITY OF THE PARTIES SHALL NOT BE LIMITED IN ANY WAY IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; FRAUD OR FRAUDULENT MISREPRESENTATION; OR ANY OTHER LOSSES WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

18 Suspension

18.1 We may suspend access to the Services (or any part) to all or some of the Approved Users if:

18.1.1 We reasonably suspect that there has been any misuse of the Services or breach of this Agreement;

18.1.2 You fail to pay any sums due to Us by the due date for payment; or

18.1.3 required by law, by court or governmental or regulatory order.

18.2 Where the reason for the suspension is suspected misuse of the Services or breach of this Agreement, without prejudice to Our rights under clause 20, We will take steps to investigate the issue and may restore or continue to suspend access at Our discretion.

18.3 In relation to suspensions under clause 18.1.2, access to the Services will be restored promptly after We receive payment in full and cleared funds.

18.4 Fees will remain payable during any period of suspension notwithstanding that You or some or all of the Approved Users may not have access to the Services.

19 Renewals

19.1 Subject to clause 19.2, on expiry of the Subscription Term indicated in the Order Form for each Subscribed Service the Subscription Term will continue and automatically renew for a further period of twelve (12) months (**First Renewal Date**) and thereafter renew for a further period of twelve (12) months on each anniversary of the First Renewal Date (each of the First Renewal Date and each such anniversary being a **Renewal Date**). This clause 19.1 will not apply in respect of Free or Trial Services (which will not renew unless otherwise expressly stated in the Order Form).

19.2 If either party wishes for the Subscription Term to expire on the next Renewal Date, it may cause the Subscribed Service to expire on that Renewal Date by notice provided such notice is served

at least ninety (90) days prior to that Renewal Date. If notice is not served within the timeframes set out in this clause 19.2, the Subscribed Service will renew at the next Renewal Date in accordance with clause 19.1.

20 Term and Termination

20.1 This Agreement will come into force on Order Acceptance and, unless terminated earlier in accordance with its terms, will continue for the duration of the Subscription Term after which it will automatically expire.

20.2 Either party may terminate this Agreement immediately at any time by giving notice in writing to the other party if:

20.2.1 the other party commits a material breach of this Agreement and such breach is not remediable;

20.2.2 the other party commits a material breach of this Agreement which is not remedied within twenty (20) Business Days of receiving written notice of such breach; or

20.2.3 the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within ten (10) Business Days after the other party has received notification that the payment is overdue.

20.3 We may terminate or suspend the provision of Free or Trial Services (and all related Support Services) at any time with or without notice.

20.4 Any breach by You of the Acceptable Use Policy will be deemed a material breach of this Agreement which is not remediable.

21 Consequences of Termination

21.1 Immediately on termination or expiry of this Agreement (for any reason), the rights granted by Us under this Agreement will terminate and You will (and will procure that each Approved User and Your Affiliates will):

21.1.1 stop using the Services; and

21.1.2 destroy and delete or return any copies of the Documentation in Your possession or control (or in the possession or control of any person acting on behalf of any of You).

21.2 Termination or expiry of this Agreement will not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and will not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination. The following clauses will survive termination: 3.4, 3.5, 3.8, 4, 10, 15 and 17.

22 Entire Agreement

22.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

22.2 Any conditions of Yours diverging from those set out in this Agreement shall not be valid even if We effect delivery or render services without reservation.

22.3 Each party acknowledges that it has not entered into this Agreement in reliance on, and will have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

23 Notices

23.1 Any notice or other communication given by a party under this Agreement will be:

23.1.1 in writing and in English;

23.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and

23.1.3 sent to the relevant party at the address set out in clause 23.3.

23.2 Notices may be given, and are deemed received:

23.2.1 by hand: on delivery;

23.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

23.2.3 by Royal Mail International Tracked & Signed post (or a local equivalent if You are based outside of the United Kingdom): at 9.00 am on the fourth Business Day after posting; or

23.2.4 by email: twenty-four (24) hours from delivery if sent to the correct email address and no notice of delivery failure is received.

23.3 Notices and other communications should be sent to:

23.3.1 in the case of those to Us, to XTM International for the attention of the Legal Team at: Cannon Green 27 Bush Lane, London, EC4R 0AA, UK with a copy sent by email to legal@xtm-intl.com; and

23.3.2 in the case of those to You, to the physical address or contact details set out on the Order Form (as updated from time to time pursuant to clause 23.4).

23.4 Any change to the contact details of a party as set out in clause 23.3 will be notified to the other party in accordance with clause 23.1 and will be effective:

23.4.1 on the date specified in the notice as being the date of such change; or

23.4.2 if no date is so specified, five (5) Business Days after the notice is deemed to be received.

23.5 This clause 23 does not apply to notices given in legal proceedings or arbitration.

23.6 Notice given by You by email under clauses 11, 15 and 20 shall only be effective if a copy of the notice is sent by Royal Mail Recorded Signed For post or Royal Mail International Tracked & Signed post (or a local equivalent if You are based outside of the United Kingdom) on the same day as the email notice or the following Business Day.

24 Variation

24.1 No variation of this Agreement will be valid or effective unless it is:

24.1.1 an Update made in accordance with this Agreement; or

24.1.2 made in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

25 Assignment and Subcontracting

25.1 Except as expressly provided in this Agreement, We may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of Our rights or obligations under this Agreement.

25.2 Except as expressly permitted by this Agreement, You will not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of Your rights or obligations under this Agreement (including the licence rights granted), in whole or in part, without Our prior written consent (not to be unreasonably withheld).

26 Set Off

Each party will pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

27 No Partnership or Agency

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party will have, nor will represent that it has, any authority to make any commitments on the other party's behalf.

28 Severance

28.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement will not be affected.

28.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question will apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties will negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

29 Waiver

29.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement will operate as a waiver of that right, power or remedy, nor will it preclude or restrict any future exercise of that or any other right, power or remedy.

29.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement will prevent any future exercise of it or the exercise of any other right, power or remedy.

29.3 A waiver of any term, provision, condition or breach of this Agreement will only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

30 Third Party Rights

A person who is not a party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

31 Authority

Each party represents and warrants to the other that it has the right, power and authority to enter into this Agreement and grant to the other the rights (if any) contemplated in this Agreement and to perform its obligations under this Agreement.

32 Governing Law and Jurisdiction

32.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded and will not apply to the Contract.

32.2 The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

33 Transitional provision

The terms and conditions of this Agreement are the main terms and conditions relating to the Services detailed in the Order Form provided by XTM's subsidiary company XTRF Management Systems sp. z o.o. ("XTRF"). Any previous XTRF general terms referred to shall no longer apply and shall be used as reference material only. All current purchase orders shall be deemed as an Order Form for definition purposes under this Agreement until such times as Your current Subscription Term expires and a new Order Form is entered into. For the avoidance of doubt the Agreement terms shall take precedence over and govern any other terms.

The following XTRF terms shall remain in force:

Critical Business Operations

https://legal.xtrf.io/TMS_HD_CriticalBusinessOperations.pdf

Issue Severity Definition

https://legal.xtrf.io/TMS_HD_IssueSeverityDefinition.pdf

Support and upgrade package terms:

https://legal.xtrf.io/TMS_HD_SupportAndUpgradePackage.pdf

The Services provided by XTRF on premises

https://legal.xtrf.io/TMS_OnPremiseEULA.pdf

XTRF release procedure

https://legal.xtrf.io/TMS_ReleaseProcedures.pdf

“Translation Management System” (TMS) is main service of XTRF consisting of an end-to-end translation management system helping Business Partners to manage translation and localization or other workflows, either available as an OnCloud Service or OnPremise Service

https://legal.xtrf.io/TMS_Terms_Conditions.pdf

Terms under which XTRF processes and administers personal data

https://legal.xtrf.io/XTRF_DataProcessingTerms.pdf

Terms and conditions applicable to OnCloud Services

https://legal.xtrf.io/XTRF_OnCloud.pdf

Terms and conditions of your use of certain OnCloud Services of XTRF (Chat)

https://legal.xtrf.io/Chat_GeneralTermsAndConditions_for_Vendors.pdf

Terms and condition of an application programming interface (API)

https://legal.xtrf.io/TMS_addOn_API.pdf

Email Assistant terms

https://legal.xtrf.io/Email_Assistant_Terms_and_Conditions.pdf

Sales Barometer terms

https://legal.xtrf.io/SalesBarometer_GeneralTermsAndConditions.pdf

XTRF customization Service terms

https://legal.xtrf.io/TMS_CustomizationService_TaC.pdf