

Lokalise Master Service Agreement

Notice: This is the standard master service agreement applicable to Lokalise's Enterprise Plan customers. Lokalise requires a signed Customer Order for Enterprise Plan purchases. Please contact (hello@lokalise.com) for details.

Last Updated: 13 September 2023

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.

This Master Service Agreement ("**Agreement**") is entered between **Lokalise, Inc.**, a Delaware company with its registered address at: 3500 South DuPont Highway, Suite BZ-101, Dover, DE 19901, USA ("**Lokalise**") and the customer identified in the applicable Customer Order ("**Customer**") and is effective as of the date of the Customer Order ("**Effective Date**"). By accepting the Customer Order in any manner, the Customer accepts this Agreement and other related Contracts. This Agreement governs access to, and use of, the Lokalise Platform and/or the Services by the Customer and its Authorized Users. Certain capitalized terms are defined in Annex A "Definitions" and others are defined contextually in this Agreement.

1. Access to the platform

1.1. Subscription. During the Term and provided that this Agreement has not been terminated by either Party and in consideration of the payment of the Fees, the Customer and the Authorized Users may access the Platform and use the Services pursuant and subject to the terms of the outstanding Subscription. The Subscription will be purchased based on the terms and conditions as set forth in the Customer Order.

1.2. Availability of the Services. The Services will be available at the Platform during 99.50% of the committed uptime within a measurable period. Lokalise will continuously monitor capacity and performance levels for its service environments to procure that the Platform is available to the Customer during the committed uptime. Monitoring reports will be available at the Website: <https://status.lokalise.com/>.

1.3. Workspace Administration. The Customer will assign and expressly authorize an Authorized User or Authorized Users as its agent to manage the Team's Workspace (the "**Team Owner**"). The Team Owner may configure administration settings, assign access and use authorization, request different or additional Services, may provide access to a Team's Workspace, enable or disable third party integrations, manage permissions, retention and export settings, transfer and re-assign roles on the Team's Workspace.

1.4. Platform Revisions. Lokalise may from time to time, in its sole discretion, develop and release certain revisions, upgrades, and updates for new features, bug fixes, and enhancements on the Platform (the "**Updates**") available to the Customer for free or at an extra cost. All free Updates will be uploaded/installed automatically without a specific notice sent to the Customer. When Lokalise

introduces paid Updates with greater functionality and/or performance and a higher price than agreed in the Customer Order, the Customer will be able to access the paid Updates by paying extra Fees. If any released Updates materially reduce features or functionality provided pursuant to the Customer Order, the Customer may terminate the applicable Customer Order and/or this Agreement, without cause, by sending to Lokalise a written termination notice at least twenty (20) calendar days in advance.

1.5. Third-Party Products. The Platform may include links to other third-party applications, websites, products and services that could be integrated with Lokalise's Services (the "**Integrated Products**"). Lokalise does not endorse any Integrated Products and is not responsible or liable for the behaviour, features, or content of any Integrated Products. Lokalise does not provide Customer with any rights or remedies regarding such Third-Party Products. Lokalise further makes no express or implied warranties regarding the information, material, products, or services that are contained on or accessible through any Integrated Products. Any access or use of an Integrated Product is solely at the Customer's own risk, directly governed between the Customer and the applicable third-party provider.

1.6. AI Functionality. Customer acknowledges that the Platform incorporates OpenAI technology and may incorporate other machine learning and artificial intelligence technology from time to time.

2. Payment terms

2.1. Fees' Basis. The Customer shall pay Lokalise the Fees for the Subscription as specified in the outstanding Customer Order. The Fees will be based on the functionality, any limitations on the number of Authorised Users, service capacity, data volume and features of the Platform available for the Customer, duration of the Subscription, and any other capacity limitations, as may be stated in the Customer Order.

2.2. Payment of Fees. The Customer will be invoiced the Fees on an annual basis before the commencement of each billing cycle as specified in the Customer Order. The Customer will pay the Fees in U.S. dollars within thirty (30) calendar days from the receipt of a Lokalise's invoice unless otherwise set forth in the Customer Order.

2.3. Payments for Translation Orders. Lokalise provides customers with the opportunity to carry out translations of Customer Data by using translation vendors available on the Platform. The Customer should define the scope of work and choose the languages that require a translation in order to receive an instant quote from the selected translation vendor. The Customer might pay the quote immediately via the credit card linked to the Account. An alternative option is to top up the Account with Team Credit and use this to pay for translation orders. In order to top up the Team Credit, the Customer could contact a dedicated manager via email set forth in the outstanding Customer Order and specify the amount that needs to be topped up in its Account. Lokalise will issue an invoice for the specified amount and will top up the Customer's Team Credit once the invoice is paid. The services provided by the translation vendors shall be qualified as the Integrated Products for the purposes of this Agreement.

2.4. Disputable Amounts. If the Customer reasonably disputes any amount invoiced by Lokalise, the Customer shall pay the amount of the invoice when due and provide Lokalise with a written notice stating the nature of the dispute prior to ten (10) calendar days of the invoice's due date. The Customer and Lokalise shall use reasonable commercial diligence to resolve disputes in a timely manner. The Customer may withhold any payment of any charge or amount disputed in good faith by the Customer pending resolution of such dispute, whereas Lokalise shall continue performing its obligations in accordance with this Agreement. All portions of the disputed amount determined to be owed to the Customer shall be refunded within ten (10) calendar days of the dispute resolution.

2.5. Downgrades. The Customer shall not be eligible for any refunds or credits during the existing or any future billing cycle if it decides to decrease or not use the full Platform's functionality and service capacity available per the effective then Subscription.

2.6. Taxes. All the Fees are exclusive of, and the Customer is responsible for, applicable federal or national, state or provincial, or local sales, use, excise, export, or other applicable taxes, except for taxes on the net income of Lokalise. Should any payment for the Services be subject to withholding tax by any government, the Customer will reimburse Lokalise for said withholding tax in full. Lokalise may add any such taxes to the applicable Fees.

3. Customer data protection

3.1. Privacy Policy. All the Transfers of the Customer Data by Lokalise through the Platform not expressly regulated herein shall be governed by the Privacy Policy and Lokalise Data Processing Addendum, if applicable.

3.2. Customer Personal Data. Lokalise will only process the Customer Personal Data in accordance with the terms of this Agreement and the applicable Contracts. Lokalise will maintain sufficient administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of the Customer's Personal Data. Lokalise will not cause or permit any Customer Personal Data to which it may have access in connection with this Agreement to be collected or processed in any manner or for any purpose other than the performance of the Services in compliance with this Agreement and any applicable Data Protection Laws.

3.3. Customer's Authorisation. The Customer (for itself and all of its Authorized Users) grants Lokalise the right to use Customer Data solely as necessary (a) to provide, maintain, improve, promote, protect and update the Services and the Platform; (b) to prevent or address service, security, support or technical issues related to the Services and the Platform; (c) as required by law or as permitted by the Privacy Policy, or (d) as expressly permitted in writing by the Customer.

3.4. Sub-processors. The Customer hereby authorizes Lokalise to engage sub-processors for the purposes of providing the Services. The effective list of the sub-processors will be available on the [Website](#). Lokalise will use its best efforts to ensure that all persons authorized to process Customer Personal Data on behalf of Lokalise have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.5. Required Disclosure. Notwithstanding the foregoing, Lokalise may disclose the Customer Data, including any Confidential Information, as required by applicable laws and requirements or regulatory body or governmental authority. Lokalise shall give the Customer prompt notice, if permitted by applicable law, of any such legal or governmental request. Lokalise will use all commercially reasonable efforts to cooperate with the Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

3.6. EU Data Transfers. The Services may be performed using equipment or facilities located outside the European Union. If Lokalise transfers the Customer Personal Data to a jurisdiction for which the European Commission has not issued an adequacy decision, Lokalise will ensure that appropriate safeguards have been implemented for the transfer of the Customer Personal Data within the meaning of Article 46 of the EU Directive 95/46/EC (General Data Protection Regulation) and any other applicable Data Protection Laws.

3.7. End-User Personal Data and Content. Lokalise does not knowingly process or collect any Sensitive Information, end-user Personal Data, and end-user generated Content Transferred through the Platform. The Customer shall be responsible for ensuring that any Personal Data relating to its end-users is Transferred through the Platform in compliance with any applicable Data Protection Laws. The Customer shall be solely liable for any and all liabilities arising from or relating to the Sensitive Information, end-user Personal Data, and end-user generated Content Transferred through the Platform.

3.8. Data Accuracy. Unless expressly stated herein or in the applicable Contracts, Lokalise will have no responsibility or liability for any Customer Data Transferred through the Platform, nor for any actions taken by the Customer or the Authorized Users as a result of Customer Data's Transfers. Lokalise shall not bear any liability or responsibility in relation to the accuracy of the Customer Data, nor does Lokalise endorse any opinion contained in any of the Content.

3.9. Data Deletion. Upon termination of this Agreement or at any time upon written request of the Customer, Lokalise will erase the Customer Data upon the Customer's request and according to its instructions. Lokalise may permanently erase Customer Data if the Customer's account is delinquent, suspended, or terminated for 30 calendar days or more.

4. IP and feedback

4.1. Customer's IP. Lokalise understands and agrees that the Content and all parts thereof might be protected by copyright and other applicable laws. The Customer is and will remain the sole and exclusive owner of all the IP rights in and to its Content Transferred through the Platform. This Agreement does not grant Lokalise any IP rights in or to the Content or any parts thereof, except for a limited non-exclusive non-transferable non-sublicensable irrevocable worldwide and conditional upon compliance with this Agreement license to use the Content in the ways necessary to provide and improve the Services to the Customer and/or its Affiliates subject at all times to the provisions of this Agreement.

4.2. IP Rights to the Platform. Lokalise retains all the IP Rights in and to the Platform and the Services, including without limitation all software, system software, and applications used to provide the Platform, including any source code, updates, improvements, enhancements, modifications or derivative works thereof, whether or not patentable, and all inventions, content, graphics, media, user interfaces, logos, and trademarks contained in, displayed, performed or reproduced through the Platform. This Agreement is an agreement for services and does not grant Customer any IP rights in or to the Platform or any of its components, except for limited license provided in Section 4.3 below. The Customer understands and agrees that the Platform and its components are protected by copyright and other applicable laws.

4.3. License to Use the Platform. During the Subscription period, Lokalise grants to the Customer a non-exclusive, non-transferable, non-sublicensable, revocable, worldwide, royalty-free and conditional on the compliance with this Agreement right to (a) access the Platform and use the Services in accordance with the terms of this Agreement and the effective Customer Order; and (b) use any Documentation associated with the Services to support the Customer's use of the Services.

4.4. Usage Data and Feedback. Lokalise may generate and use technical logs, data, and learnings about Customer's use of the Platform, Customer Data in aggregate, de-identified or anonymized form (the "**Usage Data**") to operate, improve, analyze and support the Platform and/or the Services and for other lawful business purposes. Lokalise might use Customer Data without de-identification, aggregation, and anonymization for troubleshooting purposes and analytical purposes to improve the Services and/or the Platform to the benefit of the Customer. Lokalise does not permit third parties including OpenAI to use Customer Content or Customer Personal Data to improve or train their

artificial intelligence models. Lokalise does not and will not use Customer Content to improve or train the Platform or elements of the Platform, including any elements which incorporate or build upon artificial intelligence, without the Customer's permission to do so. If the Customer and/or the Authorized User provides Lokalise with Feedback regarding the Platform and/or the Services or other Lokalise's offerings, Lokalise may use the Feedback without restriction, obligation, or compensation to the Customer and/or its Authorized Users.

4.5 Commonality of Service Provision. The Customer acknowledges that due to the nature of the technology which powers the Platform which includes OpenAI tools and machine learning technology, translations delivered as Content through the Platform may not be unique to the Customer. If the Customer and another third-party customer of Lokalise both provide the same language (such as a well-known quote for example) for translation through the Platform, the Platform may generate the same or similar Content to the Customer and to the other customer.

5. User's restrictions

5.1. Acceptable Use. The Customer (and all its Authorized Users) shall use Lokalise in compliance with all applicable laws, this Agreement, and the Contracts (as applicable). The Customer (and all of its Authorized Users) is prohibited from: (a) modifying and/or making derivative works of, disassembling, extracting, reverse compiling and/or reverse engineering the source code or any part of the Platform; (b) reselling, offering, selling, renting, leasing, distributing, assigning and/or otherwise commercially exploiting the Services and/or the Platform for any purposes, in whole or in part, except where specifically permitted by Lokalise; (c) using and/or accessing the Services and/or the Platform in order to build a similar and/or competitive website, platform, large scale language models, product and/or service or for other benchmarking or competitive purposes; (d) framing or otherwise incorporating the Platform or the Services, or any part of Platform, as part of another website or service; (e) removing and/or destroying any copyright notices and/or other proprietary markings contained in the Platform; (f) taking any action that imposes or may impose (as determined by Lokalise's sole and absolute discretion) an unreasonable and/or disproportionately large load on Lokalise's and/or our third-party providers' infrastructure; (g) accessing the Platform by any other means than through Website provided by Lokalise; (h) providing Platform passwords or other login information to any third party other than Authorized Users; (j) exceeding any allowances and service capacity agreed in the applicable Customer Order, including, but not limited to, number of hosted keys, number of the Authorized Users, SDK GB; (l) promoting and/or providing information about illegal activities and/or physical harm and/or injury to any group, individual, institution and/or property or otherwise using the Platform in a way that infringes, misappropriates or violates any person's rights; (m) save to the extent that the Customer opts to have Lokalise Services solely performed by human linguists, misleading any person that Content from the Services was solely generated by human activity and effort; (n) using the Platform in a manner which violates the OpenAI Terms of Use including the Sharing & Publication Policy and Usage Policies all of which are available at the OpenAI.com website from time to time; and (o) Transferring through the Platform any Prohibited Content (jointly referred to as the "**Prohibited Activities**").

5.2. Suspension. If Lokalise discovers or suspects that the Customer violated any user restrictions contained in this Section of this Agreement, Lokalise may at its sole discretion without advanced notice suspend providing Services to the Customer and/or block the Authorized Users from accessing the Platform, without prejudice to any other remedies Lokalise will be entitled to under any applicable law. This Agreement does not require that Lokalise take any action against the Customer or any Authorized User or another third party for violating this Section 5.1 or this Agreement, but Lokalise is free to take any such action it sees fit. Where practicable, Lokalise will use reasonable efforts to provide the Customer with prior notice of the suspension or blockage. Once the Customer resolves the issue requiring suspension or blockage, Lokalise will promptly restore the Customer's access to the Platform in accordance with this Agreement.

5.3. Users & Platform Access. The Customer is responsible for its Authorized Users being compliant with this Agreement and any applicable law while accessing the Platform and/or using the Services, including without limitation any Authorized User's conduct that would violate the provisions of Section 5.1 hereof. Any breach of this Agreement caused by an Authorized User when accessing the Platform and/or using the Services will be deemed as a breach by the Customer itself.

5.4. Unauthorized Access. The Customer shall take all commercially reasonable efforts to prevent unauthorized access to the Platform, including without limitation by protecting its passwords and other log-in information. The Customer shall notify Lokalise immediately of any known or suspected unauthorized use of the Platform or breach of its security and shall use best efforts to stop said breach.

6. Confidentiality

6.1. Confidential Information. Definition. "Confidential Information" means (a) terms and conditions of the Customer Order and any technical or performance information about the Services that is not publicly available; (b) any carve-outs from this Agreement agreed between Lokalise and the Customer in writing; (c) any Customer Data that is not publicly available; (d) any other information relating a party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure (and, in the case of oral disclosures, summarized in writing within ten (10) calendar days of the initial disclosure and delivered to the receiving party), or that due to the nature of the information the receiving party would clearly understand it to be confidential information of the disclosing party.

6.2. Exclusions. Confidential Information shall not include any information that: (a) was or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) was rightfully in the receiving party's possession at the time of disclosure without restriction on use or disclosure; (c) was independently developed by the receiving party without the use of the disclosing party's Confidential Information; or (d) was rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without the restriction of use or disclosure. For the avoidance of doubt, the fact the Customer uses Lokalise Services shall not be treated as confidential.

6.3. Restricted Use and Non-disclosure. During and after the Term, the party receiving Confidential Information will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its directors, officers, representatives, investors, attorneys, consultants, sub-contractors and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. Notwithstanding the foregoing, the Customer expressly authorizes Lokalise to use and process the Customer Data as described in Lokalise's [Privacy Policy](#).

6.4. Injunction. Each party agrees that breach of this Section 6 would cause a Disclosing Party substantial harm, for which monetary damages would not provide adequate compensation, and that in addition to any other available remedy, a disclosing party will be entitled to appropriate equitable relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

6.5. Termination & Return. Upon termination of this Agreement or at any time upon written request of the disclosing party, the receiving party shall return all copies of Confidential Information to the disclosing party or certify, in writing, the destruction thereof.

7. Representations & warranties

7.1. From Both Parties. Each party represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no other legally binding contract, document or instrument, no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform its obligations as required by this Agreement; (b) it is a corporation, or another entity authorized to do business pursuant to the applicable law; (c) this Agreement is signed by a duly authorized person who has the legal capacity to execute and deliver this Agreement.

7.2. From Lokalise. Lokalise represents and warrants that (a) it is the owner of the Platform and of each and every component thereof or the recipient of a valid license thereto and that it has and will maintain the full power and authority to grant the rights to use the Platform; (b) the Platform shall perform materially in conformity with the Documentation; (c) and Lokalise will not materially decrease the overall functionality of the Services during the Term. Lokalise's representations and warranties in the preceding sentence do not apply to the use of the Platform in combination with the Integrated Products, any hardware or software not provided by Lokalise.

7.3. Limited Remedies. In the event of a breach of the warranty in Section 7.2, Lokalise, at its own option and expense, will promptly take the following actions as might be needed: (a) secure for Customer the right to continue using the Platform; (b) replace or modify the Platform to make it non-infringing, terminate the infringing features of the Platform; (c) replace the Platform's features in question with software features of substantially similar functionality; or (d) if such attempts do not succeed, refund to Customer any prepaid Fees under the Customer Order, in proportion to the balance of the Term left after such termination. In conjunction with Customer's rights to terminate for breach, where applicable, the preceding sentence states Lokalise's sole obligation and liability, and Customer's sole remedy for breach of any warranty in Section 7.2.

7.4. From the Customer. The Customer represents and warrants that (a) it owns, and/or have the necessary permissions to use and authorize the use of the Customer Data as described in this Agreement; (b) the Customer Data is legally unobjectionable and is virus-free; (c) the Customer (and all the Authorized Users) will comply with acceptable use requirements set forth in Section 5.1 and any technical restrictions set forth in the Contracts and the Documentation.

8. Disclaimers

8.1. Except as expressly provided for in Section 7.2. herein, the Platform, the Services, and all related components and information are provided on an "as is" and "as available" basis without any warranties of any kind, and Lokalise expressly disclaims any and all warranties, whether express or implied, including the implied warranties of merchantability, title, fitness for a particular purpose, course of performance, and non-infringement. Without limiting the generality of the foregoing, and save as otherwise set out in section 7.2(b), Lokalise does not represent or warrant that the Platform and/or the Services will be uninterrupted, timely, secure from hacking or another unauthorized intrusion, or error-free.

8.2. Lokalise provides no warranty regarding, and will have no responsibility for, any claim arising out of: (a) a modification of the Platform's features or functionality made by anyone other than Lokalise unless Lokalise approves such modification in writing; or (b) use of the Platform in combination with any operating system not authorized in the Documentation or with hardware or software specifically forbidden by the Documentation.

9. Indemnifications

9.1. Lokalise's Indemnity. Lokalise shall defend and indemnify the Customer and the Customer's Associates (as defined below) against any and all third party claim, suit, or proceeding, arising out of or resulting from (a) any allegation that access to the Platform and/or use of the Services infringes or misappropriates a third party's IP rights, (b) any disclosure or exposure of Personal Data or other Customer's Confidential Information in violation of any applicable Data Protection Laws caused by the act or omission of Lokalise or any of its agents, contractors, or employees; (c) any wilful misconduct of Lokalise in performing the Services that caused losses or damages to the Customer (the "**Indemnified Claim**"). The "Customer's Associates" means the Customer, its Affiliates, and their respective officers, directors, employees, successors, and assigns.

Lokalise's obligations set forth in this Section 9.1 do not apply to the extent that an Indemnified Claim arises out of: (a) Customer's breach of this Agreement; (b) revisions to the Software made without Lokalise's written consent; (c) use of the Software in combination with Integrated Products, hardware or software not provided by Lokalise; (d) the allegation that does not state with specificity that the Services are the basis of the Indemnified Claim; (e) Customer's failure to incorporate Updates that would have avoided the alleged infringement, provided such Updates are offered without extra charge in addition to the Fees set forth in the Customer order.

9.2. Customer's Indemnity. The Customer shall defend and indemnify Lokalise and the Lokalise Associates (as defined below) against any and all third party claim, suit, or proceeding, arising out of or resulting from (a) Transfer of the Prohibited Content through the Platform, (b) any disclosure or exposure of Personal Data or other Customer's Confidential Information in violation of any applicable Data Protection Laws caused by the act or omission of the Customer or any of its Authorised Users (c) any wilful act or omission of the Customer or its Authorised Users while using the Services that caused losses or damages to Lokalise. "Lokalise's Associates" means Lokalise, its Affiliates, and their respective officers, directors, employees, successors, and assigns.

9.3. Indemnified Claims' Procedure. The obligations of each party in the capacity of the indemnifying party within the meaning of Section 9.1 and 9.2 respectively are subject to the following: (i) the indemnified party shall provide the indemnifying party with prompt written notice of the third-party claim or action; (ii) the indemnifying party shall have the option of assuming control over the defense and/or settlement of such claim; (iii) the indemnified party shall cooperate with the indemnifying party as reasonably requested; provided, however, that such cooperation is at the indemnifying party's sole cost and expense; and (iv) the indemnifying party shall not settle any claim or action on behalf of the indemnified party without first notifying the indemnified party of all details related to such settlement, and receiving the indemnified party's prior written consent not to be unreasonably withheld, provided that the indemnified party will have the absolute right to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.

10. Limitations of liability

10.1. Exclusion of Consequential Damages. In no event will a party be liable to the other party for any consequential, indirect, special, incidental, punitive damages as well as any direct damages in the form of lost profits arising out of or related to this Agreement, even if the party knew or should have known that such damages were possible and even if direct damages are not a satisfactory remedy.

10.2. Dollar Cap. Each party's maximum aggregate liability to the other party for damages of any kind that the other party suffers in connection with this Agreement is limited to the amount of the Fees paid

by the Customer to Lokalise in the twelve (12) month period immediately preceding the date of the last event giving rise to the liability. These limitations are independent of all other provisions of this Agreement and shall apply whether an action is in contract or tort and regardless of the theory of liability, notwithstanding the failure of any remedy provided herein.

10.3. Specific Exemptions. Lokalise shall have no liability or responsibility for (a) legitimacy and/or accuracy of the Customer Data, IP rights claims related to, or arising from, the Content; (b) any Transfers of Sensitive Information; (c) any scheduled or unscheduled downtime or unavailability of the Platform and/or the Services because of Force Majeure; (b) for any claims arising from unauthorized access to the Customer's account(s) at the Platform due to the Customer's or the Authorized User's gross negligence or wilful misconduct; or (c) suspension of the Customer's access to the Platform and termination of this Agreement for any of the reasons set forth in Section 12.2 "Termination for Cause".

10.4. Clarifications. The liabilities limited by this Section 10 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if the party is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if the remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Section 10, the indemnifying party's liability will be limited to the maximum extent permissible. For the avoidance of doubt, a party's liability limits and other rights set forth in this Section 10 apply likewise to that party's associates (either Lokalise's Associates or Customer's Associates).

11. Display of logos. No publicity

11.1. Logo Use. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names, corporate identifiers, or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party, except for Lokalise's right to using Customer's logo and corporate identifiers solely to identify Customer as a Lokalise's customer in its Website and marketing materials. The Customer hereby grants Lokalise a limited non-transferable right (which is freely revocable at any time by giving email notice to the Customer's account manager at Lokalise) for the mentioned purposes, provided Lokalise follows the Customer's brand-book requirements and includes relevant trademark attribution in any materials.

12. Term and termination

12.1. Term. The term of this Agreement shall commence on the Effective Date indicated in the applicable Customer Order and continue for during all the Subscription term indicated in the outstanding Customer Order (the "Term"). Thereafter, this Agreement and the applicable Customer Order will be automatically renewed for the successive Term of twelve (12) months unless the Customer provides at least thirty (30) calendar days prior written notice of termination to Lokalise. In this case the Agreement and the Customer Order shall terminate on the date indicated in the notice of termination.

12.2. Termination for Cause. Either Party may terminate this Agreement or the Customer Order if the other Party: (i) fails to cure any material breach of this Agreement within fourteen (14) calendar days after written notice of such breach; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding.

12.3. Effects of Termination. Upon termination of this Agreement (a) Lokalise shall discontinue Customer's access to the Platform and deactivate the Account within six (6) months of the effective date of termination of this Agreement unless the Customer has specifically requested an earlier deactivation or deletion of the Account; (b) the Customer shall cease all use of the Services and delete, destroy, or erase all the Documentation in its possession or control. Upon the Customer's request Lokalise shall delete, destroy, or erase all the Customer Data, including any Personal Data and Confidential Information, in its possession or control, unless storage of such information is required under the applicable laws.

13. Miscellaneous

13.1. Affiliates' Orders. An Affiliate of the Customer may enter its own Order(s) as mutually agreed with Lokalise. This creates a separate agreement between the Affiliate and Lokalise incorporating this Agreement with the Affiliate treated as "Customer". Neither Customer nor any Customer's Affiliate shall have any rights under each other's agreement and/or Customer Order with Lokalise unless explicitly set forth herein, and breach or termination of any such agreement and/or Customer Order is not breach or termination under any other Affiliate's applicable documents.

13.2. Amendment. This Agreement may not be amended except by a written agreement by authorized representatives of each party. Nonetheless, with notice to the Customer, Lokalise may modify the Contracts and/or Documentation to reflect new features or changing practices, provided such modifications will not materially decrease Lokalise's overall obligations undertaken hereunder.

13.3. Privacy Policy Review. Lokalise may revise the Privacy Policy at any time by posting a new version of either at the Website, and such a new version will become effective on the date it is posted. The Customer reserves the right to terminate this Agreement and any Customer Order within thirty (30) calendar days of Lokalise posting a revised Privacy Policy if the updated Privacy Policy is unacceptable for the Customer.

13.4. Sub-contractors. Lokalise may use sub-contractors to provide Services to Customer under this Agreement, so long as Lokalise (a) requires such sub-contractors to observe any applicable Data Protection Laws, confidentiality obligations and other terms of this Agreement as though they were parties hereto, and (b) remains fully responsible for the performance or non-performance by any sub-contractors to the same extent as if Lokalise itself performed or failed to perform.

13.5. Technology Export. The Customer shall comply with all relevant U.S. and foreign export and import laws in using the Services. The Customer (a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (b) agrees not to access the Platform or use the Services in violation of any U.S. export embargo, prohibition or restriction and (c) will not Transfer through the Platform any information controlled under the U.S. International Traffic in Arms Regulations.

13.6. Notices. Any notice given pursuant to this Agreement shall be in writing and may be effectively given if delivered personally, sent by a nationally recognized overnight courier (receipt requested); or sent in electronic format to each party's address indicated in the applicable Customer Order. Any notice received by the recipient by personal delivery or email transmission before 4:00 p.m. on a business day in the jurisdiction of the recipient shall be deemed to have been given on that business day. Any notice received by the recipient by personal delivery or email transmission after 4:00 p.m. on a business day, or any other day, shall be deemed to have been given on the next business day. Notices delivered in electronic format will not be effective unless the sender receives acknowledgment of receipt from the recipient, which acknowledgment will not include any machine-generated

automatic reply. Either party may change its notice address by delivery of the proper notice to the other Party.

13.7. Force Majeure. Except for payment obligations, neither party will be liable by reason of any failure or delay in the performance of any obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, cyber-attacks, malware attacks, a failure by a third-party hosting provider or utility provider, shortages, riots, fires, pandemics acts of God, war, strikes, terrorism, and governmental action (the "Force Majeure"). Either party may terminate this Agreement within five (5) calendar days of a Force Majeure event, without any refunds of the paid Fees.

13.8. Assignment & Successors. A party may not assign this Agreement or any of its rights or obligations hereunder without the other party's express written consent except to (a) such party's Affiliate or (b) a party that acquires all or substantially all of such party's assets as part of a corporate merger, acquisition or corporate restructuring. Except to the extent forbidden in this Section 13.8, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns. Any purported assignment, delegation or transfer in violation of this Section 13.8 is void.

13.9. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause or section of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.10. Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of the Customer to pay the Fees (unless the termination is by the Customer for cause); (b) Section 4 "*IP & Feedback*", Section 6 "*Confidential Information*", Section 7 "*Representations and Warranties*", Section 8 "*Disclaimers*", Section 9 "*Indemnification*", Section 10 "*Limitation of Liability*", Section 13 "*Miscellaneous*" and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13.11. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.12. Choice of Law & Jurisdiction. This Agreement will be governed solely by the internal laws of the State of Delaware, without reference (a) any conflicts of law principles that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties' consent to the personal and exclusive jurisdiction of the Chancery Court of the State of Delaware.

13.13. Conflicts. This Agreement, together with all the Customer Orders, Contracts, annexes, schedules, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Customer Orders, Contracts, the following order of precedence shall govern: (a) first, the effective then Customer Order; (b) second, this Agreement with all the annexes and schedules, and (c) third, the effective then Contracts. For the avoidance of doubt, any Customer purchase orders or business forms, requests for proposal (quotation), supplier/vendor forms, and questionnaires will not amend or modify this Agreement and are expressly rejected by Lokalise; any of these Customer's documents are for administrative purposes only and have no legal effect.

13.14. Headings. The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

13.15. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

13.16. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.17. Acceptance of the Agreement. Written acknowledgment of the Customer Order by an email from the authorized representative of the Customer, the commencement of the access to the Platform or payment of the Fees by the Customer shall be deemed an effective mode of acceptance of this Agreement, including any or other documents as are incorporated by reference.

13.18. Electronic Signing. This Agreement may be executed in several counterparts, including by accepting the Customer Order with reference to this Agreement, exchange of electronic copies, DocuSign envelopes and PDFs, each of which is deemed an original and which together form one and the same agreement under the U.S. Electronic Signatures in Global and National Commerce Act.

ANNEX A “Definitions”

“Account” means the primary virtual part of the Platform designated for accessing the Platform for the Authorized Users of the Customer.

“Affiliate” means any entity that directly or indirectly controls, is controlled by or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Authorized User” means an individual natural person, whether an employee, business partner, contractor, affiliate, representative or agent of the Customer who is registered or permitted by the Customer to access the Platform and/or use the Services subject to this Agreement and the Customer Order.

“Confidential Information” has the meaning ascribed to it in Section 6 hereof.

“Content” means information, including but not limited to, files, folders, strings of text, texts, design layouts, source code, pictures, video, and other images, audio materials, graphics, document or data files, messages and other communications, personalization settings and other information and/or content, which is or may be Transferred through the Platform by the Customer or the Authorized Users, including the Content generated by the Customer's end-users.

“Contracts” means collectively (i) this Agreement, (a) Lokalise Privacy Policy; (b) Lokalise Cookies Policy; and (c) any other operating rules, policies, and documents that may be published from time to time by Lokalise on the Website which shall be incorporated herein by reference.

“Customer” means a legal person that has accepted this Agreement and purchased a subscription for Lokalise’s enterprise plan.

“Customer Data” means jointly the Content, the Customer Personal Data as well as any other information that the Customer and/or the Authorized Users Transfers to Lokalise in connection with the use of the Services.

“Customer Order” means an outstanding and effective document specifying details of the Customer’s Subscription. Each Customer Order executed by the Customer and Lokalise will be deemed an integral part of this Agreement.

“Customer Personal Data” means Personal Data that Lokalise processes as a data processor for the Customer for the purpose of providing the Services. The Customer Personal Data includes Personal Data that the Customer Transfers in connection with its use of the Services and the Platform.

“Data Protection Laws” means all laws and regulations, including laws and regulations of the United States of America, the European Union (the “EU”), the European Economic Area (the “EEA”) and their member states, Switzerland and the United Kingdom, applicable to the Processing of Customer Personal Data for the purposes of the Services.

“Documentation” means Lokalise's documentation related to use of the Platform and the Services, posted on the [Website](#) or otherwise provided to the Customer in connection with this Agreement.

“EU Personal Data” means Customer Personal Data that is (a) originating from or located in the EEA, or (b) is Personal Data of EEA data subjects or any combination of the foregoing.

“Fees” means a payment for using the Platform under the Subscription as agreed between Lokalise and the Customer in the Customer Order and/or any other regular payments for using the Services as agreed herein.

“Feedback” means any suggestions, comments, bug reports, feedback, or suggested modifications for the Lokalise Platform and/or Services from our Customers and Authorized Users or any other person.

“IP Rights” means any right, title, and interest in any registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Personal Data” means information about an identified or identifiable natural person that (a) can be used to identify, contact, or locate a specific individual; (b) can be combined with other information that can be used to identify, contact or locate a specific individual; or (c) is defined as “personal data” or “personal information” by applicable Data Protection Laws relating to the collection, use, storage or disclosure of information about an identifiable individual.

“Prohibited Content” means any Customer Data (including software, text, images or other information) that: (a) is unlawful and/or promotes unlawful activities; (b) defames, harasses, abuses, threatens or incites violence towards any individual or group; (c) is pornographic, discriminatory and/or otherwise victimizes and/or intimidates an individual and/or group on the basis of religion, gender, sexual orientation, race, ethnicity, age and/or disability; (d) is spam, is machine- or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation and/or any form of lottery and/or gambling; (e) contains any Sensitive Information; (f) contains and/or installs any viruses, worms, malware, Trojan horses and/or other

content that is designed or intended to disrupt, damage and/or limit the functioning of any software, hardware, and/or telecommunications equipment and/or to damage and/or obtain unauthorized access to any data and/or other information of any third party; (g) infringes upon any IP Rights of any party; (h) impersonates any person or entity, including any of our employees or representatives; and/or (i) violates the privacy of any third party.

“Project” means the set of interrelated textual items (segments) to be translated by the Customer’s Authorized Users in the Team’s Workspace.

“Platform” means Lokalise’s proprietary online platform (including the Website and all the other technologies) designed for managing the localization and translations of mobile apps, web, games, IoT, SaaS, other software products, marketing and other digital content. For the avoidance of doubt, all references to the “Platform” in this Agreement also include the Lokalise Services.

“Privacy Policy” means Lokalise’s privacy policy, currently posted at <https://lokalise.com/privacy-policy>.

“Sensitive Information” means any personal data of a Customer’s end-users and/or any other Customer Data that is subject to heightened security requirements as a result of the Customer’s internal policies or practices or by any law or regulation applicable to the Customer (examples include but are not limited to the U.S. Health Insurance Portability and Accountability Act (HIPAA), the Gramm–Leach–Bliley Act (GLBA), Family Educational Rights and Privacy Act (FERPA)).

“Services” means the set of software and software-as-a-service (SaaS) translation and localization tools and services that Lokalise may provide from time to time via the Platform or third party resources, including elements of translation management system/software (TMS), computer-assisted translation (CAT), neural, machine and human translations or a combination thereof, other productivity, workflow, software development, and other tools and services, on a subscription, pay-as-you-go, prepayment, and/or usage/consumption basis.

“Subscription” means confirmation of the Customer’s rights to access the Platform and/or use the Services under the Enterprise Plan as described in the Customer Order in exchange for payment of the applicable Fees during a twelve-month period or another period indicated in the outstanding Customer Order.

“Taxes” means any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, applicable in any jurisdiction.

“Team's Workspace” means a designated virtual space where Authorized Users may create Projects and access the Services.

“Transferred” and cognates means provided, uploaded, downloaded, created, generated, submitted, distributed, imported, exported, posted and/or otherwise available through the Platform.

“Website” means an interface of the Platform compiled of all web documents (including images, CSS, and HTML files) made available via <https://lokalise.com> or its sub-domains or domains under other top domains and owned by Lokalise.