Supplier Service Level Agreement

INTRODUCTION

This Service Level Agreement is between Welocalize, Inc. on behalf of itself and its subsidiaries and affiliated companies ("Welocalize") and _____ ("Supplier").

The purpose of this Agreement is to provide a framework for the delivery of Services that meet the expectations of Welocalize and its customer ("Customer") and to provide the conditions which shall govern the Welocalize and Supplier business relationship and the supply of Services.

Welocalize may engage Supplier to perform Services as described in a Task Order.

No order shall be deemed to have been placed, unless a Task Order has issued and accepted by Supplier. Any modifications to a Task Order must be in writing. Supplier is obligated to ensure the system reflects accurate information so that the Task Order and subsequent auto-generated invoice are correct.

In the performance of Services, Supplier must comply with the Welocalize Code of Conduct outlined in Addendum 1 and the applicable terms in the other Addendums, as well as the terms and conditions set forth below.

Communication

All communication regarding proposals of new projects, changes of scope, change orders, cancellations, deliveries, and all other material project-related communications must be in writing between the parties.

Delivery/Ownership of Work Product

Delivery shall take place in the way and by the deadline indicated in the Task Order and all other written expectations previously set.

Any materials produced by Supplier in connection with Services ("Work Product") shall be considered "work made for hire" on behalf of Welocalize and, as such, shall be the sole property of Welocalize. In the event the Work Product is not deemed to be "work made for hire" by operation of law automatically upon creation, then Supplier hereby assigns whatever right, title and interest Supplier may have or claim to such Work Product property and all rights therein, including, but not limited to, any patent, copyright, right to create derivative works, trademarks, trade secret, mask works, or other intellectual property rights, to Welocalize or its designee, and further agrees to enter into and execute any documents that may be required to transfer or assign all rights, title and interest in and to the Work Product to Welocalize. Supplier hereby irrevocably designates and appoints Welocalize and its duly authorized officers as Supplier's attorney-in-fact to act for and on Supplier's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts for the purpose of the transfer of ownership of Supplier's Work Product to Welocalize. Supplier waives any "moral rights" Supplier may have.

If for any reason during the execution of the Task Order, Welocalize determines that Supplier will be incapable of delivering the Services within the required deadlines and according to the stated quality requirements, Welocalize shall have the right, in its sole discretion, to re- assign the task partly or entirely to another supplier.

Quality

Welocalize aims to establish a long-term partnership with Supplier, with the goal being to ensure the highest quality of performance in all business aspects, according to Welocalize's business principles.

Monitoring of deviations and improvement work will be part of the regular follow-up meetings between Welocalize and Customer and/or Supplier. Welocalize will monitor delivery performance which is comprised of on time deliveries, complete translations, and complete deliveries (correct number of files and languages).

Welocalize will also monitor linguist quality, as defined in herein and any of the appendices ("Quality Metrics"). Linguistic errors that have been introduced during the translation process should be corrected, and translation memories updated accordingly, free of charge. Welocalize can ask for correction and implementation of translation errors within 2 years after receipt of translation.

If the overall quality score is less than satisfactory according to the Quality Metrics (and cannot be satisfactorily revised) or a delivery is late, Welocalize reserves the right, at its sole discretion, to reduce or void the value of the Task Order and apply other remedial measures, including removing Supplier from Customer account or from Welocalize as a whole.

Reference Materials including Translation Memory

Any material (texts, drawings, terminology, style guides, or other glossaries, etc.) relating to the Task Order and provided to Supplier shall remain the exclusive property of Welocalize or the Customer.

When requested by Welocalize, Supplier shall deliver glossaries, translation memories or any other additional material produced in direct relation to the execution of the Task Order to Welocalize. Translation memories must be segmented by Welocalize Customer.

Rates

The standard fees to be applied for individual Task Orders, as well as a description of what these fees cover, are specified in the applicable Task Order. The cost of the work as specified in the Task Order shall not be amended without the written agreement of both parties. Relevant taxes (such as VAT) will be applied to said fees. Supplier will be liable for remittance of any taxes owing in connection with the work, such as taxes on Supplier's income, and agrees to indemnify Welocalize for any claims made by any taxing authority against Welocalize, as a result of Supplier's failure to remit such taxes.

Invoicing

Invoices will be automatically created by the new Workday platform, replacing the need for Supplier to manually create and upload these.

Welocalize has implemented a self-billing procedure. Welocalize as the self-biller agrees to issue self-billed invoices for all Services provided by the self-billee (Supplier) per this Agreement and any open Task Order. Welocalize will provide self-billed invoices showing Supplier's name, address, and VAT registration number (where applicable), together with all other details which constitute a full VAT invoice. In accordance with Article 224 of the EU VAT Directive 2006/112, VAT invoices may be issued by the Customer for the Services provided to Welocalize by Supplier.

Supplier agrees to accept invoices raised by Welocalize on behalf of Supplier until Services end. Supplier will notify Welocalize immediately of any changes to their VAT registration number or if Supplier ceases to be VAT registered.

For Italian tax registered SDI enabled suppliers – Welocalize will upload the self-bill invoice to the SDI portal and provide confirmation of upload by email.

Systems and Tools

Welocalize uses several different software applications and web services in the handling of information products, including its proprietary tool Pantheon (also known as Junction), and expects Supplier to utilize this platform. Welocalize also utilizes a third-party platform to issue payments known as the Welocalize Pay Portal, also known as Hyperwallet. Supplier shall be liable for passing the account verification and validation checks during the registration process.

Confidentiality

Supplier agree to keep confidential all non-public information concerning Welocalize's business and intellectual property, including all information concerning a Customer's business or ideas disclosed to Supplier or observed, and Supplier agrees to execute a separate, mutual "Non-Disclosure Agreement" regarding the relationship and transactions between the parties. For greater certainty, Supplier is prohibited from disclosing the fact that Supplier is performing Services for any specific Welocalize Customer, including, without limitation, the identity of the Customer and the nature of the Services performed.

Except where expressly authorized by Welocalize, Supplier shall not contact any Welocalize Customer for whom Supplier is performing work through Welocalize.

In addition to the Non-Disclosure Agreement that governs Supplier's responsibility to keep information confidential, Supplier also agrees to comply with the terms of the Data Processing Addendum attached as Addendum 2, which governs the protection of private information under various data protection laws, as set out in the addendum.

Personal Information Disclosure

In the event that a Customer requires personal information regarding Supplier in order to permit Supplier to perform Services, Supplier shall endeavour to cooperate with such request, provided that such personal information is deemed to be Personal Data under Addendum 2 and shall be subject to deletion upon request.

One Account

Welocalize has a policy limiting its freelance translators and other contractors to creating a single vendor account with Welocalize, to ensure transparency regarding the individual performing services, and to comply with local

labour laws. Setting up more than one account to perform Services for Welocalize without Welocalize's prior written consent shall be grounds for immediate termination.

Non-Solicitation

During the term of this Agreement, and for a period of twelve (12) months following the termination of this Agreement for whatever reason, Supplier shall not solicit any person who was employed by Welocalize during the term of this Agreement to cease to work for Welocalize, without the prior written consent of Welocalize. This provision does not apply to employees hired in response to a general advertisement, without solicitation by Supplier.

During the term of this Agreement and for a period of twelve (12) months thereafter, Supplier shall not, directly or indirectly call upon or otherwise communicate with any Customer or prospective customer of Welocalize for the purpose of rendering or offering to render services in competition with those rendered by the Welocalize or render such services to the Customer or prospective customer, without the prior written consent of Welocalize. This restriction does not apply with respect to any service engagement between Supplier and a Customer or prospective customer in effect prior to the date of this Agreement.

Subcontracting

Supplier is hired to personally perform Services for Welocalize, and may not subcontract all or any part of the Services to any other person.

Social Media Guidance

Welocalize recognizes the role social media plays in business operations as well as the opportunity social media creates to participate in interactive discussions and share information. Supplier is responsible for what is communicated on their social media and should be aware of how it reflects on their relationship with Welocalize. Welocalize asks Supplier to use good judgment and professionalism in all social media and other communications.

As noted above, Welocalize's confidentiality requirements prohibits the use and disclosure of confidential information and intellectual property. This includes, but is not limited to, Customer names, excerpts from Customer material, Welocalize-created tools, etc. Beyond these mandatory restrictions, Suppliers should treat Welocalize's trade secrets and other confidential information and intellectual property as valuable assets of Welocalize, and not do anything to jeopardize them through their use of social media. Such actions may result in the termination of work. If there is any doubt regarding whether posting something is permitted, Welocalize encourages Supplier to ask their Welocalize contact person in advance.

Prohibition on Use of MT and AI Services

Welocalize takes every step to ensure the privacy of its Customer's information and data. Supplier is not permitted to use their own Machine Translations to perform the Services because Welocalize does not permit Customer data to be inserted in open source systems. The same applies for Artificial Intelligence (AI): use of public Large Language

Models (LLMs) for the provision of Welocalize services is forbidden, and under no circumstances should any personal, private, internal or Customer information be used when accessing public LLMs. Welocalize may provide methods and instructions to Supplier to utilize managed LLMs and AI services where Welocalize can ensure the privacy and data protection and security required to utilize these LLMs with company internal or Customer data.

No Malicious Code

All deliverables produced by Supplier hereunder will be free of any and all time locks, viruses, trojans, worms, spyware, adware, other malware and malicious code, copy protect mechanisms, back doors, or features designed to (i) disable the deliverables or render them incapable of operation (whether after a certain time, after transfer to another machine, or otherwise), (ii) permit access unauthorized by Welocalize or its customers to the deliverables or to any Welocalize or its customers' networks, systems, programs, or data, or (iii) enable Supplier to track Welocalize's or users' use of the deliverables without Welocalize's express consent.

Anti-Virus Software

Supplier agrees that it shall utilize best-in-class grade anti-virus software to examine each deliverable to be provided by it hereunder and cleanse or otherwise prevent such deliverable from containing any code described in the section titled No Malicious Code, and otherwise utilize all reasonable security measures to protect the integrity of the deliverables provided hereunder.

Acknowledgement of Explicit Content

Supplier acknowledges that as part of the annotation/curations tasks, Supplier may review, analyze, and research materials that contain the following: rude statements and expressions, profanity, racial, gender, or religious slurs, sexually explicit or pornographic statements, potential drug activity and content that some may otherwise find to be offensive. Welocalize does not endorse this content, but Welocalize is not responsible for content provided by the Customer. Supplier always has the option to not accept work if found to be objectionable.

Diversity, Equity and Inclusion

Welocalize is unequivocally committed to developing and fostering a workplace and organizational culture that values the diversity of thought and perspective delivered by a diverse global workforce operating within an inclusive organization. Welocalize does not tolerate conduct that does not align with this commitment.

Independent Contractor

Supplier is an independent contractor, and neither Supplier nor Welocalize shall have the authority to bind, represent, or commit the other party. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, employment, or agency relationship between the parties for any purpose.

Third Party Claims and Indemnity

Supplier represents that it has no agreement with or obligations to others which would prevent it from performing the Services hereunder or that would require it to obtain the prior consent of any third party in order to perform the Services. If Supplier has sub-contracted the entirety or parts of the Work Product with Welocalize's prior written

consent, Supplier is under obligation to ensure that all copyrights, and other intellectual property and ownership rights to the Work Product created are transferred entirely to Welocalize, as set forth above.

Supplier, at its own expense, shall indemnify, defend and hold Welocalize and its affiliates harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, arising out of any negligent act, breach or omission of Supplier relating to the performance of this Agreement.

Liability

Welocalize's liability (whether in contract, tort, negligence, strict liability, by statute or otherwise) to Supplier and any third party concerning or relating to this Agreement shall in the aggregate be limited to direct and actual damages not to exceed amounts to be received by Supplier under this Agreement for the portion of the Services giving rise to such claim.

IN NO EVENT SHALL WELOCALIZE BE LIABLE TO SUPPLIER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS, LOST REIMBURSEMENTS, LOST DATA, OR LOST SAVINGS), EVEN IF SUPPLIER WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

Termination

This Agreement may be terminated at any time by either party, upon 45 days prior written notice of termination.

Legal Compliance & Resolution of Disputes

If Supplier is a legal resident of Europe, any issues, claims, and disputes whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales.

If Supplier is a legal resident of the United States or any other non-European country any issues, claims and disputes, whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration by a single arbitrator chosen by the New York, New York, Regional Office of the American Arbitration Association. in accordance with the Commercial Rules of the American Arbitration Association, unless another venue is mutually agreed by the parties. The arbitrator shall apply Delaware law. Unless otherwise agreed by the parties, arbitration will take place in New York, New York. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the other party or, if unrepresented, to the other party at the last known business address.

Legal Compliance

Supplier represents that for all Services, Work Product and deliverables provided under this Agreement, Supplier has and will continue to comply with all applicable laws, rules and regulations including, but not limited to, those promulgated by the applicable regulatory agency in the country of origin of the goods or services provided under this Agreement and those relating to the importation, exportation, re-exportation and sale, of any Services, Work Product or deliverables provided under this Agreement.

Prohibited Transactions

Without limiting the generality of the foregoing, Supplier shall be expressly prohibited from procuring services from, or becoming involved in business arrangements or otherwise engaging in transactions any country, entity, or individual subject to United States economic sanctions or export controls, including to any person identified by the U.S. Treasury's Office of Foreign Assets Control on its List of Specially Designated Nationals or on any other such lists maintained by the U.N., the E.U., the U.K. or other sanctions enforcing authorities that maintain such lists of proscribed persons.

Addendums

The following Addendums form part of this Agreement:

Addendum 1   Supplier Code of Conduct

Addendum 2   Data Processing

Addendum 3   Italy-Specific Terms

Addendum 4   Spain-Specific Terms

Addendum 5   Quality Metrics

Addendum 6   Skill-Specific Terms

Each party by signing below confirms that the terms of this Agreement have been read, understood and agreed.

Signatures

	For Supplier		**For Welocalize**
Signature		**Signature**	*Brennan Smith*
Name		**Name**	Brennan Smith
Position		**Position**	Head of Service Line Delivery
Date of Signing		**Date of Signing**	November 29, 2023

Addendum 1: Supplier Code of Conduct

Welocalize is guided by its four pillars: Customer Service, Quality, Global Teamwork and Innovation. This Code of Conduct sets forth expectations for our Suppliers to ensure that their practices meet and exceed the requirements set forth herein. Welocalize requires its suppliers to comply with this Code of Conduct within their own businesses and supply chains as well as when interacting with other Welocalize suppliers.

Trust is one of our most valuable assets, and it is up to all of us to make sure that we continually earn the trust of our customers. All of our interactions with one another should be open and transparent. If you believe that a legal or ethical violation has occurred, report it to legal@welocalize.com. Our Code of Conduct and policies forbid any form of retaliation against you for reporting concerns in good faith.

Welocalize may, at any time, request a Supplier to complete a self-assessment and/or allow Welocalize, upon reasonable notice, to perform audits of the Supplier's policies and procedures. Welocalize reserves the right to terminate any agreement with any Supplier which does not comply with this Code of Conduct.

Business Ethics

All Suppliers, their subcontractors and all of Suppliers or subcontractors' employees involved in the supplying of goods or services to Welocalize must comply with all applicable laws and regulatory requirements and shall compete fairly in the marketplace.

Suppliers shall:
- not participate in or knowingly benefit from, any kind of corruption, extortion or bribery;
- adhere to applicable anti-corruption and anti-bribery laws, directives and regulations that govern operations in the countries in which they do business;
- avoid facilitation payments and work toward eliminating them;
- adhere to anti-trust and other competition laws;
- disclose any potential or actual conflicts of interest;
- adhere to national and international foreign trade control laws pertaining to business transactions with countries, companies and persons (sanctions), and the transfer of goods and services, software or technology between countries (export controls);
- exercise quality and sustainability due diligence when designing, manufacturing, and testing products; and
- adhere to data privacy laws.

Health & Safety

We require our Suppliers to provide a safe, secure and healthy working environment for all of their workforce, including workers, contractors, customers and the wider community. Suppliers shall: provide a safe, secure and healthy working environment for all of their workforce, including workers, contractors, customers and the wider community. Suppliers shall:
- provide a healthy and safe working environment for employees, in accordance with international standards and national laws;
- provide its employees with appropriate health and safety information and training; and
- control hazards pro-actively and to take appropriate measures to prevent accidents, including assessment of operational risks.

Environment

Suppliers shall:
- comply with all applicable environmental legislation and regulations;
- implement processes to actively improve the efficiency with which finite resources (such as energy, water, and raw materials) are used;
- take due care to keep the negative impact on the environment, as well as employees to a minimum in all activities;
- avoid waste by recycling resources;
- safe disposal of residual waste; and
- ensure appropriate measures in place to improve the environmental performance of products and services when in use by the end user.

Working Conditions & Employment Practices

- **Humane Treatment:** Suppliers shall provide a workplace free of hard and/or inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity, nor is there to be the threat of any such treatment.
- **Child Labor:** Suppliers shall comply with all applicable child labor laws.
- **Forced Labor:** Suppliers shall employ all workers voluntarily. Forced, bonded or compulsory labor is prohibited and employees must be free to leave their employment after reasonable notice. Employees must not be forced to surrender their passport or work permit as a condition of employment.
- **Modern Slavery:** Suppliers shall not tolerate any form of modern slavery, child, forced, bonded or compulsory labor or servitude by or in relation to the Suppliers' employees or the Supplier's suppliers; and Suppliers shall not to be involved in any human trafficking activity.
- **Discrimination:** Suppliers shall provide all employees with a safe, respectful work environment free from all forms of discrimination, abuse and harassment; provide equal treatment of individuals irrespective of their particular characteristics; prohibit any form of discrimination; and choose, employ and support employees on the basis of their qualifications and capabilities.

Addendum 2: Data Processing

This Data Processing Addendum is an addendum to the Supplier Service Level Agreement between Welocalize, Inc. and Supplier (the "Primary Agreement"). For the purposes of this Data Processing Addendum, with reference to the processing of data, Welocalize shall be the Controller (here referred to as "Client") and Supplier shall be the Processor (here referred to as "Contractor") (together as the "Parties")

This Agreement applies to each agreement between Welocalize (including its subsidiaries and affiliates) and Contractor under which the Contractor processes Personal Data as part of performance of that agreement. The General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and other Applicable Data Protection Laws require that contracts involving the processing of Personal Data contain certain safeguards. The Parties intend that all processing carried out by the Processor on behalf of the Controller pursuant to the Primary Agreement shall comply with the provisions of this Agreement.

1. Definitions

Words and expressions used in this Agreement but not defined herein shall have the meaning ascribed to such words and expression in the GDPR unless otherwise stated herein. Where the Applicable Data Protection Law ascribes meanings of such words and expressions that differ from the GDPR then those meaning in the Applicable Data Protection Law shall apply instead.

1.1   "Applicable Data Protection Law" means all applicable laws, legislation, and regulations, in any country, region, district, state, municipality, or jurisdiction of the world, relating to the security of information or privacy rights of individuals, in so far as those laws and regulations apply to the Processing of Personal Data in connection with this Agreement. This includes but is not limited to CCPA, GDPR and the UK Data Protection Law (all defined below).

1.2   "CCPA" means the California Consumer Privacy Act of 2018 together with any subordinate legislation or regulations.

1.3   "General Data Protection Regulation" or "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council together with any subordinate legislation or regulation implementing the General Data Protection Regulation.

1.4   "Primary Agreement" means any goods or services agreement between Welocalize and Contractor to which the transfers of Personal Data referred to this Agreement relate.

1.5   "Standard Contractual Clauses" or "SCC" means for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, and with respect to the UK, as supplemented by the UK's International Data Transfer Addendum.

1.6   "Subprocessor" means any entity appointed by or on behalf of Processor to perform specific activities, conduct services, and process Personal Data on behalf of the Controller in connection with this agreement.

1.7   The terms "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing", "Processor", and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.8   "UK Data Protection Law" means the UK's retained GDPR, the Data Protection Act 2018, each as may be amended from time to time.

2. Agreement Subject Matter

2.1   This Data Protection Agreement is based on the terms of the agreement entered into on [insert date of MSA or Framework Agreement] by and between the Parties for the supply of products and/or services by Contractor to Welocalize ("Primary Agreement"). During these services, the Contractor receives access to personal data and processes these exclusively on behalf and in accordance with instructions of Welocalize. The scope and purpose of data processing by the Contractor arise from the Primary Agreement (and the associated description of services). Welocalize is responsible for evaluating the admissibility of data processing.

2.2   The parties enter this agreement to specify the mutual rights and obligations under the data protection regulation. In case of doubt, the provisions of the present agreement have priority over the provisions of the Primary Agreement.

2.3   The provisions of this agreement apply to all activities related to the Primary Agreement and in which the Contractor and its employees or agents assigned by the Contractor encounter personal data originating from Welocalize or collected for Welocalize.

2.4   The term of this agreement is based on the term of the Primary Agreement unless further obligations or rights of termination arise from the following provisions.

3.   Right of Instruction

3.1   The Contractor may only collect, process, or use data within the framework of the Primary Agreement and in accordance with the instructions of the Client. This applies specifically to the data transfer to a third country or to an international organization. If the Contractor is obliged to perform further processing by the law of the European Union the member states which it is subject to, the Contractor will notify the Client of these legal requirements prior to processing.

3.2   The Client's instructions are initially determined by the present agreement and may subsequently be amended, supplemented, or replaced by individual instructions by the Client in written or text form (individual instruction). The Client is entitled to issue corresponding instructions at any time. These include instructions regarding the rectification, erasure and blocking of data. In the case of a change or a longer-term prevention of the designated individuals, the Contractor must be notified immediately of the successor or representative, in written form.

3.3   All issued instructions are to be documented by both the Client and the Contractor. Instructions which go beyond the scope of performance pursuant to the Primary Agreement are treated as a change application.

3.4   If the Contractor believes the Client instruction violates data protection regulations, the Contractor must immediately inform the Client. The Contractor is entitled to suspend the execution of the relevant instruction until it has been confirmed or amended by the Client. The Contractor may only decline to perform an instruction which is clearly illegal.

4.   Nature of the Processed Data and Data Subjects

4.1   The personal data and personal data categories shared by the Client are:

Contact details of the Client's personnel:

email address(es), phone number(s) and extension(s), cell phone number, postal address, first name, last name, age

Personal information included in projects for translation/localization:

These may include but are not limited to contact information, hand signatures, names, postal and electronic addresses, IP addresses, financial information (credit cards, etc.), ID cards, passport numbers.

Contact information of employees of third-party companies in business with the Client.

4.2   Special categories of personal data:

Biometric data of the Client's employees:

photographs not published on the Internet, hand signatures, scanned signatures, Natural person medical information included in reports for translation. These may include but are not limited to blood test results, DNA, general health information, diagnostics, patient records, etc.

4.3   The data subjects may include the following categories:

Customers, Suppliers, Employees, Authors, Contractors, Citizens

5.   Contractor's Protective Measures

5.1   The Contractor is obliged to observe the statutory provisions of Applicable Data Protection Law and not to transfer information obtained from the Client to third parties or give them access to it. Documents and data must be secured against access by unauthorized persons, considering state of the art technology.

5.2   The Contractor shall structure the internal organization of its area of responsibility to comply with the special requirements of data protection. It shall take all necessary technical and organizational measures pursuant to Applicable Data Protection Law for appropriate protection of the Client's data, and specifically at least the measures for:

5.2.1   Data encryption (in transit and at rest)

5.2.2   Role based access & authorization controls

5.2.3   Intrusion detection & prevention controls

5.2.4   Firewall, antivirus, antimalware

5.2.5   Backup plan

5.2.6   Business continuity plan

The Contractor has the right to modify the security measures taken, provided that it does not fall short of the contractually agreed level of protection.

5.3   Contractor's designation of a Data Protection Officer pursuant to Art. 37 GDPR:

5.3.1   Where the Contractor is required to designate a Data Protection Officer, the contact details are:

[Fill in the DPO's contact details here …]

5.3.2   If according to Art. 37 GDPR the Contractor is not required to designate a Data Protection Officer, then such designation is necessary under this Agreement.

5.4   Individuals involved in data processing by the Contractor are prohibited to collect, process, or use personal data without authorization. The Contractor shall impose a corresponding obligation (confidentiality, Art. 28 (3) (b) GDPR) on all individuals commissioned by it to process and perform the present agreement and shall take due care to ensure compliance with this obligation. These obligations must be formulated so that they remain in effect between the employee and the Contractor after the end of the agreement or the employment. Upon request, the obligations must be evidenced to the Client in an appropriate form.

5.5   Application of SCCs. To the extent that Contractor processes any Personal Data protected by Applicable Data Protection Law under the Agreement and/or that originated from the European Economic Area ("EEA") (including the UK) or Switzerland, in a country that has not been designated by the European Commission or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, the parties acknowledge that Contractor shall be deemed to provide adequate protection (within the meaning of the Applicable Data Protection Law) for any such Personal Data by complying with the SCCs. Contractor agrees that it is a "data importer" and Welocalize is the "data exporter" under the SCCs (notwithstanding that Welocalize is an entity located outside of the EEA).

6.   Contractor's Obligation to Provide Information

6.1   In the event of Contractor's fault, suspected violations of data protection or breaches of contractual obligations, suspected security incidents or other irregularities in the processing of personal data by the Contractor, persons employed by the Contractor or by third parties, the Contractor shall immediately notify the Client in writing or text form. The same applies for audits of the Contractor by the Data Protection Supervisory Authority. A report on a Personal Data Breach shall include at least the following information:

6.1.1   A description of the type of Personal Data Breach, where possible stating the categories and number of affected data subjects as well as the relevant categories and number of affected personal data records; and

6.1.2   A description of the measures taken or suggested by the Contractor to remedy or mitigate the breach from possible negative consequences.

6.2   The Contractor shall apply all the necessary measures without delay to secure data and mitigate possible negative consequences for the data subjects, notify the Client and request further instructions.

6.3   The Contractor is further obliged to provide the Client with information at any time if the Client's data is affected by a breach pursuant to paragraph 6.1 above.

6.4   If the Client's data is at risk while in possession of the Contractor, because of distraint, confiscation, insolvency or composition proceedings or other events or third-party measures, the Contractor must notify the Client without delay, unless prohibited from doing so by an order of a court or public authority. The Contractor shall, in this connection, notify all responsible entities without delay that the Client as "Controller" within the meaning of the GDPR, is the decision-making authority over the personal data.

6.5   The Contractor must notify the Client immediately of significant changes to the security measures pursuant to section 5.2 above.

6.6   The Client must be notified of any change in the contact for data protection without delay.

6.7   The Contractor and if necessary, its deputy maintain a record of all categories of processing activities carried out on behalf of the Client, containing all the information pursuant to Art. 30 (2) GDPR. The record must be made available to the Client upon request.

6.8   The Contractor must collaborate appropriately in creating the record of processes by the Client. It must notify the Client of all necessary information in the appropriate form.

7.   Client's Control Rights

7.1   The Client shall check the Contractor's technical and organizational measures prior to commencing data processing and every two years subsequently. For this purpose, the Client can obtain information on the Contractor, require submission of existing opinions by experts, certifications, or internal audits, or audit the Contractor's technical and organizational measures after agreement in good time and during normal business hours or have them audited by an expert third party, provided that the latter is not in competition with the Contractor. The Client shall only carry out checks to the necessary extent and shall not unreasonably disrupt the Contractor's operations.

7.2   The Contractor provides the Client with an oral or written request and within a reasonable period with all information and evidence needed to perform a check of the Contractor's technical and organizational measures.

7.3   The Client shall document the results of the check and notify the Contractor of these. If the Client identifies errors or irregularities in the audit of processing, it must notify the Contractor without delay. If changes in the instructed procedures are required to avoid future recurrence of findings from the audit, the Client shall notify the Contractor of the necessary changes in procedures without delay.

7.4   Upon request, the Contractor shall provide the Client with a comprehensive and up-to-date data protection and security concept for processing as well as the individuals with authorized access.

7.5   Upon request, the Contractor shall provide the Client with evidence of the imposition of obligation on employees pursuant to 6.4 above.

8.   Use of Subprocessors

8.1   The Contractor is authorized within the framework of its contractual obligations to enter Subprocessor relationships. The Contractor shall inform the Client of this without delay. The Contractor is obliged to select Subprocessors with due care for their suitability and reliability. The Contractor shall, if using Subprocessors, impose obligations on them in accordance with the provisions of this agreement and ensure that the Client can also exercise its rights under the present agreement (specifically its audit and control rights) directly regarding the Subprocessors. If the services are provided by Subprocessors in a third country, the Contractor shall ensure that an appropriate level of data protection is guaranteed by the individual Subprocessors (e.g., by entering into an agreement based on the EU standard data protection clauses). Upon request, the Contractor shall submit to the Client evidence of entry into the above agreements with its Subprocessors.

8.2   If the Contractor commissions third parties with services which are purely ancillary in nature, this does not constitute a Subprocessor relationship in the sense of these provisions. These include post, transport and shipping services, cleaning services, telecommunications services without concrete connection to services which the Contractor performs for the Client, and security services. Maintenance and inspection services constitute Subprocessor relationships requiring approval if these are provided for Information Technology (IT) systems which are also used in connection with providing services to the Client.

9.   Requests and Rights of Data Subjects

9.1   The Contractor assists the Client as much as possible with suitable technical and organizational measures in meeting the Client's obligations pursuant to Arts. 12–22, 32 and 36 GDPR.

9.2   If a data subject claims rights to information, rectification, or erasure of their data, directly from the Contractor, the Contractor shall not act autonomously but shall refer the data subject to the Client, without delay, and await the Client's instructions.

10.   California Consumer Personal Data

10.1   To the extent that the Contractor processes Personal Data of California residents pursuant to the CCPA, in addition to the terms set forth in this agreement, Contractor represents and warrants that it shall not

10.1.1   retain, use or disclose Personal Data for any purpose other than for the purposes set out in this agreement and as permitted under the CCPA;

10.1.2   sell Controller's Personal Data;

10.1.3   combine Controller's Personal Data with Personal Data received from other entities except to the extent necessary to detect data security incidents or protect against fraudulent or illegal activity; or

10.1.4   disclose or transfer Controller's Personal Data to unauthorized personnel or parties outside the direct business relationship between Controller and Processor.

11.   Liability

11.1   For the compensation of damages suffered by a data subject due to inadmissible or inaccurate processing of data or use while processing, the Client alone is responsible to the data subject in relation to the Contractor.

11.2   The parties indemnify each other against liability if a party demonstrates that it is not responsible in any way for the circumstances resulting in loss or damage to a data subject.

12.   Extraordinary Right of Termination

12.1   The Client can terminate the Primary Agreement without notice in whole or in part if the Contractor fails to meet its obligations under this agreement, violates provisions of the Applicable Data Protection Law deliberately or through gross negligence, or cannot or will not follow an instruction of the Client. In the event of simple violations – neither deliberately nor through gross negligence – the Client sets a reasonable period for the Contractor to correct the violation.

13.   Termination of the Primary Agreement

13.1   The Contractor shall, at the end of the Primary Agreement or at any time at the Client's request, return to the Client all documents, data and data storage media or erase these at the Client's request, unless there is an obligation to store personal data pursuant to the laws governing said agreement. This also applies to any data backups on the Contractor's side. The Contractor must document any and all erasure of existing data. Documents to be disposed of, must be destroyed using a document shredder in accordance with DIN 32757-1. Data storage media to be disposed of, must be destroyed in accordance with DIN 66399.

13.2   The Client has the right to control in a suitable manner the full return or erasure of data at the Contractor pursuant to this agreement.

13.3   The Contractor is obliged to maintain confidentiality of data disclosed to it in connection with the Primary Agreement, even beyond the end of the Primary Agreement. The present agreement remains valid beyond the end of the Primary Agreement for as long as the Contractor has access to personal data transferred by the Client or which it collected for the Client.

14.   Miscellaneous Provisions

14.1   Amendments and addenda to this Agreement shall be in writing. The same shall also apply to the waiver of this written form requirement. This does not affect the priority of individual agreements.

14.2   If individual provisions of the present agreement are or become partly or wholly legally invalid or are or become infeasible, this shall not affect the validity of the remaining provisions.

14.3   This Agreement shall be governed by the same law that is governing the Primary Agreement, except for the Standard Contractual Clauses (SCC) which shall be governed by the law applicable pursuant to Clause 9 of the SCC.

Addendum 3: Italy-Specific Terms

For suppliers based in Italy, the following terms are applicable.

Tax Requirements

    i.   Welocalize is only engaging with Italian fiscal resident freelancers that are VAT registered in Italy

    ii.   Italian fiscal resident suppliers that are REA, minimo Conto status must provide the relevant documentation confirming status

    iii.   Italian fiscal resident suppliers that are not SDI e invoicing eligible must provide relevant documentation confirming status

    iv.   All suppliers to provide fiscal residency certificate at the beginning of each year to mitigate Withholding taxation requirements

    v.   All suppliers to provide their fiscal code/ company registration number and VAT number where applicable

Addendum 4: Spain-Specific Terms

For all Suppliers based in or performing work in Spain, the following terms are applicable.

1. Welocalize requests invoicing monthly, at the same time and in a single invoice, preferably up to 45 days after the delivery of the task
2. Invoices will be paid after 60 days from the day of invoicing; payment are processed on 15th and 30th of each month.
3. The following mandatory requirements must be present on the invoice to ensure approval:
    i.   Tax ID, Name or Company name and details
    ii.   Invoice number
    iii. Date of the invoice
    iv.   Payment details (IBAN and SWIFT code) or PayPal ID
    v.   PO # and the respective amount in Euros
    vi.   Description of service
    vii. VAT and /or WHT separately detailed, if applicable
    viii. Total invoice after VAT and WHT

Please note if you have submitted an invoice with errors, mistakes or missing information, our team will cancel your

PO and then send you a notification message so you can make the proper adjustments.

4. Depending on your country of residence, if you work with our Spain entity, onboarding and invoicing process may differ. Additional documentation may be requested in order to ensure invoices are accepted. The following site can referenced for up-to-date information: https://welocalizetalent.zendesk.com/hc/en-us/articles/360045759493-Invoicing-to-Welocalize-Life-Sciences-S-L-Spain-

Addendum 5: Quality Metrics

Welocalize operates with two kinds of quality metrics: Welocalize's standard quality metrics and client-specific quality metrics. Teams might receive quality metrics for one or for both: where a customer does not use quality metrics, Welocalize will use the company standard quality metrics. However, where a customer uses their own quality metrics, Welocalize might also use the company standards for sampling. Teams will need to meet thresholds and expectations for both, whenever measured.

I. Welocalize Quality Metrics

i. Quality Levels

Quality metrics are based upon Quality Level, with each level having its own pass rate. Our Quality levels are:

- Quality Level: Style. Also known as Transcreation.
  - Quality threshold is 2 penalty points per 1,000 words
  - Pass rate is 99.80%
- Quality Level: Readability. Also known as Marketing translation.
  - Quality threshold is 3 penalty points per 1,000 words
  - Pass rate is 99.70%
- Quality Level: Usability. Also known as Documentation and UI translation.
  - Quality threshold is 6 penalty points per 1,000 words
  - Pass rate is 99.40%

ii. Definitions of Error Severity

Penalty points are triggered by Error Severity. Welocalize defines each severity as follows:

- Critical
  - Errors that may carry health, safety, legal or financial implications, violate geopolitical usage guidelines, damage the company's reputation, cause the application to crash or negatively modify/misrepresent the functionality of a product or service, or which could be seen as offensive.
- Major
  - Errors that may confuse or mislead the user or hinder proper use of the product/service due to significant change in meaning or because errors appear in a visible or important part of the content.
- Minor
  - Errors that do not lead to loss of meaning and would not confuse or mislead the user but would be noticed, would decrease stylistic quality, fluency, or clarity, or would make the content less appealing.
- Neutral
  - Used to log additional information, problems, or changes to be made that don´t count as errors, e.g. they reflect a reviewer's choice or preferred style, they are repeated errors or instruction/glossary changes not yet implemented, a change to be made that the translator is not aware of.
- Kudos will also be given to
  - praise for exceptional achievement.

iii. Definitions of Error Types

Welocalize uses the DQF-MQM standard for categorizing error types. All error categories have the same weight. They are as follows:

- Accuracy – The target text does not accurately reflect the source text, allowing for any differences authorized specifications.
  - Addition: the target text includes text not present in the source.
  - Omission: Content is missing from the translation that is present in the source.
  - Mistranslation: The target content does not accurately represent the source content.
  - Over-translation: The target text is less specific than the source text.
  - Untranslated text: Content that should have been translated has been left untranslated.

- o Improper exact TM match: Any translation is provided as an exact match from a translation memory (TM) system but is actually incorrect.
- Fluency
  - o Punctuation: Issue related to the form or content of a text, irrespective as to whether it is a translation or not is used incorrectly (for the locale or style).
  - o Spelling: Issues related to spelling of words.
  - o Grammar: Issues related to the grammar or syntax of the text, other than spelling and orthography.
  - o Grammatical register: The content uses the wrong grammatical register, such as using informal pronouns or verb forms, formal counterparts are required.
  - o Inconsistency: The text shows internal inconsistency.
  - o Links/cross-references: Links are inconsistent in the text.
  - o Character encoding: Characters are garbled due to incorrect application of an encoding.
- Terminology – A term (domain-specific word) is translated with a term other than the one expected for the domain or otherwise specified.
  - o Inconsistent with termbase: A term is used inconsistently with a specified termbase.
  - o Inconsistent use of terminology: Terminology is used in an inconsistent manner within the text.
- Style – The text has stylistic problems.
  - o Awkward: A text is written with an awkward style.
  - o Company style: The text violates company/organization specific style guidelines.
  - o Inconsistent style: Style is inconsistent within a text.
  - o Third-party style: The text violates a third-party style guide.
  - o Unidiomatic: The content is grammatical, but not idiomatic.
- Design – There is a problem relating to design aspects (vs. Linguistic aspects) of the content.
  - o Length: There is a significant discrepancy between the source and the target text lengths.
  - o Local formatting: Issues related to local formatting (rather than to overall layout concerns).
  - o Markup: Issues related to markup (codes used to represent structure or formatting of text, also known as tags).
  - o Missing text: Existing text is missing in the final laid-out version.
  - o Truncation/text expansion: Truncation-text-expansion.
- Locale conversion – The text does not adhere to locale specific mechanical conventions and violates requirements for the presentation of content in the garget locale.
  - o Address format: Content uses the wrong format for addresses.
  - o Date format: A text uses a date format inappropriate for its locale.
  - o Currently format: Content uses the wrong format for currency.
  - o Measurement format: A text uses a measurement format inappropriate for its locale.
  - o Shortcut key: A translated software product uses shortcuts that do not conform to locale expectations or that make no sense for the locale.
  - o Telephone format: Content uses the wrong form for telephone numbers.
- Verity – The text makes statements that contradict the world of the text.
  - o Culture-specific reference: Content inappropriately uses a culture-specific reference that will not be understandable to the intended audience.
- Other – Any other issues.

iv. Language Quality Assessments

To obtain quality data, Language Quality Assessments (LQA) or audits will be run at any time, for any project, and the results or score of the LQA must meet the thresholds.

II. Client-Specific Quality Metrics

When starting work for a new client, make sure you have been informed about client specific quality metrics, quality scores or quality levels. These vary by customer as they are customer driven data points. If you have confirmation from the Welocalize Quality Team that none exists, the Welocalize quality threshold and metrics apply.

III. Performance Management

Welocalize has a Performance Management Framework in place that is applicable both for client specific quality and Welocalize quality metrics. Performance Management is administrated by Quality Improvement Plans (QIPs)

that allow a maximum of 3 months for improvement before replacement and removal from that work. The requirements of the improvement plan may vary by customer.

i. Quality Improvement Plans (QIP)

When a supplier is successfully meeting the Key Performance Indicators (KPIs) on a program, their quality performance level is considered "in maintenance." KPIs, include but are not limited to:

    a. On time delivery
    b. Timely responses to requests
    c. Meeting the quality thresholds by quality level of the Welocalize Quality Metrics, see also section *i. Quality Levels* above
    d. Meeting customer quality metrics thresholds, if quality thresholds are in place on a customer program.

A QIP may be initiated when a KPI has been missed for 1 month, and the performance level status changes from Maintenance to P3 (Performance level 3):

- Supplier will be responsible for submitting a thorough improvement plan which includes specific actions, goals, and timelines that both parties can measure which will address the issues at stake.
- Supplier is responsible for communicating progress on the improvement plan.

If KPI is missed for 2 consecutive months, performance level status moves from P3 to P2:

- QIP is revisited and may be revised.
- Welocalize may initiate the search for a replacement team.
- Supplier is expected to continue to work on the improvement plan in order to revert the negative trend.

If KPI is missed for 3 consecutive months, performance level status moves from P2 to P1:

- QIP will be ongoing and handover of account to replacement team may be kicked off.

If KPI is missed again, status moves from P1 to P0:

- Supplier may be replaced and, if so, is expected to support Welocalize through the transition to a new team, as needed.

Supplier needs to demonstrate a trend of sustainable quality results, i.e. meet KPIs for up to three consecutive months in order to move up to Maintenance again.

Addendum 6: Skill-Specific Terms

This Addendum contains terms and conditions related to the following specific skills:

Skill Specific: Translation

Translation for standard documents/content localization/enterprise document localization programs

- **Definition of Service:** Production of text in the target language text that fully represents the meaning of the original source text, adapted to the local market of the target language, meets quality expectations for agreed upon quality level, including adherence to requested style.

- **Definition of Success:**
    - o Ability to perform work within designated CAT tool
    - o Monthly on-time delivery percentage meets expectations as defined by account
    - o Monthly Language Quality performance meets expectations for quality level as defined by account
    - o Complete translation without omissions or additions
    - o Adherence to any provided language assets (glossary, style guide, etc.) and instructions.
- **Definition of Failure:**
    - o File is not useable due to error in processing through TMS (tag errors etc.)
    - o Public MT engine use (this is strictly prohibited)
    - o Legitimate client escalation

Machine Translation Post-Editing for standard documents/content localization/enterprise document localization programs

- **Definition of Service:** Review and editing of in scope fuzzy match segments as well as machine translated segments in order to meet quality expectations for agreed upon quality level:
    - o Full Post-Editing (Quality Level Readability)
    - o Medium Post-Editing (Quality Level Usability)
    - o Light Post-Editing (Quality Level Meaning)
- **Definition of Success:**
    - o Ability to perform work in designated CAT tool
    - o Adherence to any provided language assets (glossary, style guide, etc.) and instructions
    - o Monthly on-time delivery percentage meets expectations
    - o Monthly Language Quality performance meets expectations for quality level
    - o Complete translation without omissions or additions
- **Definitions of Failure:**
    - o File is not useable due to error in processing through TMS (tag errors etc.)
    - o Public MT engine use (this is strictly prohibited)
    - o Legitimate client escalation.

Translation for Continuous Localization program

- **Definition of Service:** Output of any of the types above where translation tasks arrive at a regular cadence - on a daily or weekly basis. Content is often on an update or release cadence and translated or post-edited output is usually delivered directly to the client through TMS. Due to the need for continuous participation, the idea is for vendors to consistently assign the same translator/copyeditor teams for best quality results.
- **Definition of Success:**
    - o Response to project proposals within stated number of hours
    - o Ability to perform work in designated CAT tool
    - o Adherence to any provided language assets (glossary, style guide, etc.) and instructions
    - o Confirmed availability for required coverage (holidays, for example) and volumes
    - o Monthly on-time delivery percentage meets expectations
    - o Monthly Language Quality performance meets expectations for quality level
- **Definition of Failure:**
    - o Response time to project proposals longer than the stated hours
    - o File is not useable due to error in processing through TMS (tag errors etc.)
    - o Failure to meet continuous loc delivery requirements (lack of required availability)
    - o Legitimate client escalation
    - o Public MT engine use (this is strictly prohibited)

Skill Specific: Copy-Editing

Copy-Editing for standard documents/content localization/enterprise document localization programs

- **Definition of Service:** Revising the target translation against the source text to ensure it is accurate, consistent and free of errors, as well as reading the target on its own to make sure it meets the required readability and fluency level for the defined quality level.
- **Definition of Success:**
  - Ability to perform work in designated CAT tool
  - Adherence to any provided language assets (glossary, style guide, etc.) and instructions
  - Monthly on-time delivery percentage meets expectations
  - Monthly Language Quality performance meets expectations for quality level
  - Complete translation without errors that meets the defined quality level
  - If the same supplier provides both translation and copy-edit on the same project, the copy-edit must be performed by a person other than the translator
- **Definition of Failure:**
  - Translation does not meet requirements for defined quality level (error severity, readability, style, etc.)
  - The linguist who performed the translation also performs the copy-edit
  - Legitimate client escalation.

Skill Specific: LQA

- **Definition of Service:** Reviewing a sample of the target translation against the source text to ensure it is accurate, consistent, free of errors, and reading the target on its own to make sure it meets the required readability and fluency level for the defined quality level.   Any errors found must be logged on a scorecard.
- **Definition of Success:**
  - Ability to perform work in the designated CAT tool
  - Experience of review task required of greater than 1 year
  - Confirm or reject LQA Review task in 24h
  - On-time delivery meets expectations
  - All errors and improvements necessary for the sample to meet the defined quality level identified.
  - In cases where the LQA review service also includes implementation of changes in the sample text and in the full translation, the LQA reviewer is responsible for the final quality of the entire translation delivery related to correct and full implementation of the edits required after having reviewed the sample text.
- **Definition of Failure:**
  - All errors not identified in the sample text
  - Confirmation or rejection of LQA review task outside 24h of notification receipt

Skill Specific: Language Lead

- **Definition of Service:** serve as the central point of contact for Welocalize's Language Services Team in a specified language pair; point of contact and coordinator for linguist team tasked with ensuring adherence to the client's quality expectations
- **Definition of Success:**
  - Meeting client's quality KPI(s) as defined by a language and program level
  - Hold/attend regular meetings with required stakeholders as applicable (client stakeholders, translation team, reviewers)
  - Queries answered within 1 business day (unless otherwise required by the client)
  - Review of tests within 48 hours
  - Successful training and onboarding of new linguists, success defined as >90 days on the account
  - Client assets (style guides, glossaries, term bases) are updated at an agreed upon cadence
  - Client change requests and feedback (if any) are reviewed, implemented and document responded to within 48 hours (unless otherwise required by the client).
- **Definition of Failure:**
  - Client escalations with confirmed quality issues
  - Delayed reply to task requests

o   Does not meet established quality KPIs

Skill Specific: QC

- **Definition of Service:** reviewing the translated text and correct or flag any errors found and performing QC checks to make sure the translation is free of errors and client requirements are followed
- **Definition of Success:**
    o   On-time delivery
    o   Nonlinguistic errors are addressed
    o   Linguistic errors are flagged/reviewed
    o   Target formatting mirrors source, unless otherwise instructed
    o   PM/Client special requirements are followed
- **Definition of Failure:**
    o   Critical or major errors are not identified in the target translation
    o   Necessary files or content not updated in defined platform, if required
    o   Tasks not delivered by the agreed deadline

Reviewer as part of QC process for software application/multimedia files/e-learning courses of content localized during the localization programs of Welocalize or third parties

- **Definition of Service:** Native-level reviewer will follow instruction to navigate throughout the software/media files or e-learning courses
- **Definition of Success:**
    o   On-time delivery
    o   Execute testing instructions by navigating to each testing area specified in the test cases
    o   Perform review of localized content according to the testing instructions
    o   Log pass/fail of each test case in the execution log
    o   Report issues according to testing instructions
    o   Ensure when logging a defect, that all fields are filled out and filled our correctly
    o   Communicate any delays or blockers prior and during testing engagement to the testing leads within 30 min of identifying the delay or blocker
    o   During the active testing period (engagement), respond to questions from the testing lead within 30 minutes.
    o   Complete testing within the provided testing time. If at half mark of the allowed testing time less than 50% of the testing scope is not completed or delayed, inform the testing lead of the risk that the allocated testing time is not sufficient. The testing lead then can either allocate more time or reduce the testing scope.
- **Definition of Failure:**
    o   Not following testing instructions
    o   Reporting issues which are defined in the test case to be not reported
    o   Reporting insufficient information in defects
    o   Not being reachable during testing within the expected time limit
    o   Not informing the testing lead about delays, blockers, the need to more time at half mark or any time when delays occur

Lead of a testing engagement project as part of QC process for software application/multimedia files/e-learning courses of content localized during the localization programs of Welocalize or third parties

- **Definition of Service:** testing lead will follow instructions outlined in the test plan given by the testing manager to prepare the testing, oversee testing engagement and manage the reporting of test execution as well as defect management
- **Definition of Success:**
    o   Following the instructions of the test plan for the specific account
    o   Ensure the testing environment is ready for the tester prior to the start of the review and remains accessible throughout the review
    o   Create testing instructions for testers

- o Creates an execution log for testers to log pass/fail results of test cases
- o Ensures a project in the test case management system has been created for testers to log issues
- o Ensures all testers have access to the defect tracking system
- o Holds a kick-off meeting at testing start or create a kick-off video
- o Communicate any delays or blockers prior and during testing engagement to the testing managers within 30 min of identifying the delay or blocker
- o During the active testing period (engagement), respond to questions from testers within 15 minutes.
- o Complete all leading tasks within the allocated time. If at half mark of the allowed time less than 50% of the testing scope is not completed or delayed, the lead needs to inform the testing manager of the risk that the allocated time is not sufficient. The testing manager then can either allocate more time or reduce the testing scope.
- o Ensure on-time delivery.
- o Provide comprehensive exit and defect report to stakeholders and a report of hours spend by testers and the lead
- **Definition of Failure:**
  - o Not following the instructions in the test plan
  - o Failure to establish and maintain testing environment for testing, or communicate to testing manager/client that the environment is not ready
  - o Not providing sufficient testing instructions for testers to successfully perform review and log their execution and defects.
  - o Not being accessible during testing
  - o Not flagging blockers/delays or risk
  - o Not providing adequate exit, execution reports and time spend by resources including own

Skill Specific: Cognitive Debriefing

- **Definition of Service:** The process by which an instrument/scale (or any other document requested by client) is actively tested among representatives of the target population and target language group to determine if the original meaning is understood by the respondents of the questionnaire the same as intended. Cognitive Debriefing is carried out through Focus Groups or Individual Interviews (presential, phone, online/virtual).
- **Definition of Success:**
  - o Quote provided within 2 business days unless differently agreed
  - o Participants to comply with project's requirements (ex. general population vs. participants that follow study's inclusion criteria)
  - o Moderator native of the target language
  - o Completed Cognitive Debriefing report according to project's instructions
  - o Use of the necessary technology solutions to support process and guarantee confidentiality of content
- **Definition of Failure:**
  - o Delivering past agreed deadline with no prior notice
  - o Incomplete Cognitive Debriefing Report
  - o Cognitive Debriefing Report not following project's instructions
  - o Pricing change without prior notice
  - o Legitimate client escalation

Skill Specific: Clinician Review

- **Definition of Service:** The process wherein a Medical Doctor reviews/evaluates/approves translated documents
- **Definition of Success:**
  - o Quote provided within 2 business days unless differently agreed
  - o Clinician Review profile to follow project's requirements
  - o Delivered Clinician Review report follows project's instructions

- **Definition of Failure:**
  - o Delivering past agreed deadline with no prior notice
  - o Incomplete Clinician Review Report
  - o Clinician Review Report not following project's instructions
  - o Pricing change without prior notice
  - o Legitimate client escalation

Skill Specific: Patient Recruitment

- **Definition of Service:** The process of recruiting, enrolling, and retaining patients for a Phase IV/Observational study
- **Definition of Success:**
  - o Quote provided within agreed timeline following client's requirements
  - o Recruited patients complying with trial's inclusion criteria
  - o Recruiting the minimum number of patients as defined by client
  - o Use of the necessary technology solutions to support Patient Recruitment, Patient follow-ups, trial survey/diary platform, all guaranteeing confidentiality of content
- **Definition of Failure:**
  - o Failure to provide the necessary patient support actions when applicable
  - o Not abiding to regulatory requirements
  - o Pricing change without prior notice
  - o Legitimate client escalation

Skill Specific: Medical Writing

- **Definition of Service:** The process of collecting, interpreting, translating, writing, resuming, or reviewing well-structured scientific documents, classified as Regulatory or Educational
- **Definition of Success:**
  - o Quote provided within agreed timeline following client's requirements
  - o Medical writer's profile/background complies with project's requirements
- **Definition of Failure:**
  - o Delivering past agreed deadline with no prior notice.
  - o Incomplete Delivery
  - o Delivery not following project's instructions
  - o Medical Writer not abiding to agreed actions (client brief/call, draft deliveries, review/rewriting)
  - o Medical Writer contacts client directly without Welocalize's approval
  - o Legitimate client escalation

Skill Specific: HTML Development

- **Definition of Service:** The process by which a .PSD, .AI or .PDF (typically an email, banner or article) is taken as reference to build an HTML structure that is able to work adequately on all major browsers and email marketing tools
- **Definition of Success:**
  - o Quote provided within agreed timeline following client's requirements
  - o Delivered HTML follows project's instructions
  - o Files are fixed and re delivered within agreed timeline after testing
  - o Final delivery is completed by agreed deadline and HTML is correctly coded.
  - o Obtained HTML mirrors adequately original PDF/AI/PSD
- **Definition of Failure:**
  - o Delivering past agreed deadline with no prior notice
  - o Incomplete Delivery
  - o Deliverable not following project's instructions
  - o Pricing change without prior notice
  - o Legitimate client escalation

Skill Specific: HTML Localization

- **Definition of Service:** The process by which an HTML (built from a .PSD, .AI or .PDF, typically an email, banner or article) is updated to mirror a different file or to adjust to different client requirements (for example, adaptation for a different country)
- **Definition of Success:**
  - Quote provided within agreed timeline following client's requirements
  - Delivered HTML follows project's instructions
  - Files are fixed and re delivered within agreed timeline after testing
  - Final delivery is completed by agreed deadline and HTML is correctly coded.
  - Obtained HTML mirrors adequately original PDF/PSD
- **Definition of Failure:**
  - Delivering past agreed deadline with no prior notice
  - Incomplete Delivery
  - Deliverable not following project's instructions
  - Pricing change without prior notice
  - Legitimate client escalation

Skill Specific: Lay Summary Final Read

- **Definition of Service:** Final review of the translated document, by a native speaker of the target language who was not involved in the translation process and does not have a medical background, to assess the level of comprehension and readability by a lay person
- **Definition of Success:**
  - Lay Summary Readability Checklist has been filled out according to instructions
  - No readability issues are present in the final translation that can compromise full understanding of the contents by a lay person according to the criteria established in the Good Lay Summary Practice of the European Commission
  - Translation fulfills project requirements
- **Definition of Failure:**
  - Lay Summary Readability Checklist not completed
  - Translation does not meet project readability requirements

Skill-Specific: Consecutive Interpretation

- **Definition of Service:** facilitating non-written communication in the first person by faithfully rendering informal, formal, and very formal discourse as appropriate without any additions, omissions or other misleading factors between multiple parties who do not share the same language, either spoken or sign language.
- **Definition of Success:**
  - Arrive, either virtually or in-person, on-time to the scheduled engagement and, if applicable, introduce themself and their role in the assignment
  - Adequately prepare for the event by requesting any information necessary to do required research to understand the organization, appropriately terminology, and assignment in advance of the engagement
  - Produce relevant accounting documentation within 3 days of project completion including anything required for invoicing
  - Adhere to accepted professional practices and protocols; they can vary by interpreting specialization and setting, and by country or region
  - Demonstrate interpreting best practices, including but not limited to:
    - Communicate orally or using Sign Language and express ideas well

- Have the ability to self-monitor and self-correct
- Manage the flow of communication and turn-taking in dialogue interpreting to ensure smooth communication and accuracy
  o Perform in the agreed upon mode of interpretation
- **Definition of Failure:**
  o Does not show up on-time to the engagement
  o Does not do requisite research pre-engagement or have the relevant domain or command of relevant terminology and its functional equivalents in the working languages to complete the assignment in a satisfactory manner
  o Does not perform in the mode required by the setting
  o Conveys their own feelings or opinions unrelated to the assignment. This may be through facial expression, body language, and/or tone of voice
  o Does not maintain a professional appearance and behavior, including adherence to relevant dress codes
  o Does not take necessary safety precautions, including reporting difficult working conditions to the head interpreter, technician, or appropriate supervisor, as applicable, and taking the necessary steps to avoid fatigue, burnout, or secondary trauma
  o Does not obtain requisite documentation including but not limited to time sheets

Skill-Specific: Simultaneous Interpretation

- **Definition of Service:** facilitating non-written communication in the first person by faithfully rendering informal, formal, and very formal discourse concurrently without any additions, omissions or other misleading factors between multiple parties who do not share the same language, either spoken or sign language
- **Definition of Success:**
  o Arrive, either virtually or in-person, on-time to the scheduled engagement and, if applicable, introduce themself and their role in the assignment
  o Adequately prepare for the event by requesting any information necessary to do required research to understand the organization, appropriately terminology, and assignment in advance of the engagement
  o Produce relevant accounting documentation within 3 days of project completion
  o Adhere to accepted professional practices and protocols; they can vary by interpreting specialization and setting, and by country or region
  o Produce and operate equipment effectively, including volume control and audio clarity, if applicable
  o Demonstrate interpreting best practices, including but not limited to:
    - Communicate orally or using Sign Language and express ideas well
    - Have the ability to self-monitor and self-correct
    - Manage the flow of communication and turn-taking in dialogue interpreting to ensure smooth communication and accuracy
  o Perform in the agreed upon mode of interpretation
- **Definition of Failure:**
  o Does not show up on-time to the engagement
  o Does not bring requisite pre-booked technology to complete the assignment effectively
  o Does not do requisite research pre-engagement or have the relevant domain or command of relevant terminology and its functional equivalents in the working languages to complete the assignment in a satisfactory manner
  o Does not perform in the mode required by the setting
  o Conveys their own feelings or opinions unrelated to the assignment. This may be through facial expression, body language, and/or tone of voice
  o Does not maintain a professional appearance and behavior, including adherence to relevant dress codes
  o Does not take necessary safety precautions, including reporting difficult working conditions to the head interpreter, technician, or appropriate supervisor, as applicable, and taking the necessary steps to avoid fatigue, burnout, or secondary trauma

o   Does not obtain requisite documentation including but not limited to time sheets

Skill Specific: DTP

- **Definition of Service:** Creation of formatted documents and/or graphics in all languages, in the required file format and brand style
- **Definitions of Success:** Formatted outputs and editable sources, in all languages, with zero formatting, layout, and stylistic errors as defined in applicable checklists and style guides
- **Definition of Failure:**
    o   Output file has 1+ errors in formatting, layout, or style as defined in applicable checklists and style guides
    o   Should the project include "draft" and "final" DTP tasks with planned linguistic editing in between, any file with format/layout bugs reported on 25% or more of the pages in the "draft" document version.

For DTP tasks labeled as bug fixing, validation, or delivery prep:

- **Definition of Service:** Implement linguistic and format/style edits following annotated PDF or similarly marked-up copy or provided list of defects
- **Definition of Success:** Output file with zero regression errors and zero new format, layout, or style errors
- **Definition of Failure:**
    o   Output file with one or more regression errors or with one or more new errors introduced from the version of the file sent to bug fixing
    o   More than one failure may result in re-evaluation in suitability of the work and the ultimate loss of the work contract

Skill Specific: Post Engineer + Post Engineering

- **Definition of Service:** Post-process translation kits into translated, or "target," files in all project languages
- **Definition of Success:** Output deliverables with zero errors
    o   Examples of error types include but not limited to invalid file/syntax error, missing files, incorrect file encoding or formatting, incorrect extension, incorrect packaging
- **Definition of Failure:** One or more errors in delivered assets

For Localization Engineering tasks labeled as help compiling or automatic publishing:

- **Definition of Service:** Transform structured localized source files into formatted output automatically using software such as DITA OpenToolkit, MadCap Flare, and Adobe Robohelp
- **Definition of Success:** No more build errors than the source language's build errors
- **Definition of Failure:**
    o   Build output with more errors than source language build errors
    o   Failure to implement bug fixes (regression failure)
    o   Files missing from delivery

Skill Specific: Engineering Bug Fix

- **Definition of Service:** Implement corrections in localized assets from provided bug or defect report and complete all required post-processing to generate and deliver updated localized outputs or bundles incorporating fixed bugs
- **Definition of Success:** Zero defects discovered by client after delivery of fixed assets
- **Definition of Failure:** One or more defects discovered by client after delivery of fixed assets

Skill Specific: Transcription – Multimedia

Transcription

- **Definition of Service:** Create a text transcript, with correct time-stamping and internal file structure, for all audio voice over from all assets in a project
- **Definition of Success:**
    - Output returned in SRT or Word formats, per the project/task instruction
    - No more than 2% errors in returned transcript
- **Definition of Failure:**
    - Output returned in file format other than what is specified in task instructions
    - Greater than 2% errors in returned transcript

Transcript Formatting

- **Definition of Service - Script Prep:** Formatting and preparing transcripts into the correct script file format for localization and recording
- **Definition of Success:**
    - The output is either Word or Excel tables
    - Pronunciation Guide (PG) terms extracted into an Excel table
    - No more than 2% errors in the prepped script
- **Definition of Failure:**
    - Output in file formatting other than Word or Excel
    - Missing Pronunciation Guide
    - Greater than 2% errors in the prepped script
    - Files missing from delivery

Skill Specific: Video Consolidation/Baseline

- **Definition of Service:** Analyze project source files for issues and compile queries, prepare "baseline" video projects for localization
- **Definition of Success:**
    - No more than 2% failure rate for human errors or incorrect scoping
    - Extract all in-scope text from media assets to intermediate translation files
    - Generate complete storyboards for all video content
- **Definition of Failure:** Greater than 2% failure rate for human errors or incorrect scoping

Skill Specific: On Screen Text

- **Definition of Service:** Apply localized text to scenes and layers and correctly synchronize to timeline considering audio, animations, and visual effects
- **Definition of Success:**
    - Format localized text, apply effects, change fonts, etc. to match specifications by language
    - Implement timing corrections, text changes, and other edits, to correct layers and objects, based on provided feedback from linguistic reviewers
    - Export compiled video output to specifications
    - Complete quality check of all outputs against specifications and for audio or visual defects in compiling
- **Definition of Failure:**
    - One or more technical or functional defects in a compiled output, or new synch or stylistic issue discovered by client after delivery
    - Zero technical or functional errors in compiled outputs, and zero new synchronization or style issues discovered by client after delivery

Skill Specific: Audio Sync

- **Definition of Service:** Apply localized audio recording and correctly synchronize to the timeline matching required specifications
- **Definition of Success:**
    - Implement timing corrections following feedback provided by linguistic reviewers. Export compiled video output to specifications
    - Complete quality check of all outputs against specifications and for audio or visual defects in compiling.
    - Include planned QC steps performed by linguistic resources noting that synchronized, localized output will have bugs to fix as a regular part of post-production
- **Definition of Failure:** One or more audio or visual defects in a compiled output, or, new synchronization issues discovered by client after delivery.
  Zero audio or visual defects in a compiled output, and zero new synchronization issues discovered by client after delivery.

Skill Specific: Audio Recording

- **Definition of Service:** Recording localized voice over following provided scripts and pronunciation guides
- **Definition of Success:** No more than 10% failure rate
- **Definition of Failure:** Mispronunciation, missed or skipped text in the script, incorrect audio file format/codec, corrupted audio (in file, or entire file)

Skill Specific: Video Technical Checks

- **Definition of Service:** Test for execution based on screen captures, execution Audio/Video review, case creation, execution based on test cases (actual UI), screen capture creation, tester and bug management, and resource coordination for testing
- **Definition of Success:**
    - Testing instructions followed
    - Execution log filled out (Pass/Fail)
    - Defect(s) logged per defect guidelines
    - Testing case creation instructions followed
    - Screen capture instructions followed
    - Management instructions followed
    - Resource coordination instructions followed
- **Definition of Failure:**
    - Instructions not followed
    - Defect(s) not logged as per defect guidelines

Skill Specific: DTP QC

- **Definition of Service:** Review formatted documents and/or graphics in any language, marking-up and commenting, or otherwise logging a bug in a tracking tool, to identify errors that require correction. Errors are based on client-specific style guides as priority, then on our controlled quality form QF012 – DTP QA Checklist.
- **Definition of Success:**
    - Required form(s) and log(s) are returned with work output assets
    - Requested changes/errors added in PDFs/Log with clear instructions
    - All comments to be directive and in English
    - In PDFs, select the error using Comment Tool(s) and add the comment(s) to that annotation

- o   Validation of fixed issues discovers zero new errors present but not reported during DTP-QC
  - o   Client review of delivered assets discovers zero new errors present but not reported during DTP-QC
- **Definition of Failure:**
  - o   Required form or log is missing from work output assets, or,
  - o   One or more new errors present but not reported during DTP-QC is discovered in subsequent project tasks or by the client after our delivery, or
  - o   Comments written in a language other than English

Skill Specific: AI Data Annotation

- **Definition of Service:** Annotating spans of text data with a set of labels indicating linguistic properties of the text (such as part of speech or named entities) according to an agreed upon set of annotation guidelines
- **Definition of Success:**
  - o   Annotation guidelines correctly followed
  - o   Average number of errors per unit of text does not exceed the agreed-upon quality threshold
- **Definition of Failure:**
  - o   Average number of errors per unit of text in a random sample of work exceeds agreed-upon error threshold
  - o   Fraudulent behavior detected such as use of automated labeling, task hoarding, IP-address spoofing, reusing work, etc.

Skill Specific: AI Data Generation

- **Definition of Service:** Collection or creation of utterances, or conversational data in text or audio form, to serve as training or test data for machine learning purposes
- **Definition of Success:**
  - o   Task instructions followed
  - o   Compliance with linguistic conventions given in guidelines (e.g. special rules for punctuation, digits)
- Definition of Failure:
  - o   Average number of compliance errors found in a random sample of your work does not exceed agreed-upon thresholds
  - o   Fraudulent behavior detected such as use of automated generation, task hoarding, IP-address spoofing, reusing work, etc.

Skill Specific: AI Data Arbitration

- **Definition of Service:** Multi-lingual human assessment of machine- or human-generated linguistic data, including ad and search relevance for large global search engines; rating and/or correcting each item for validity
- **Definition of Success:**
  - o   Validation guidelines correctly followed
  - o   Number of erroneous validations per unit of data does not exceed agreed-upon threshold
- **Definition of Failure:**
  - o   Average number of errors per unit of text in a random sample of work exceeds agreed-upon error threshold
  - o   Erroneous validations per unit of data in a random sample of your work exceeds agreed-upon error threshold
  - o   Fraudulent behavior detected such as use of automation, task hoarding, IP-address spoofing, reusing work, etc.
  - o   Inability to meet agreed upon productivity threshold

Skill Specific: AI NLP Linguistic Support

- **Definition of Service:** Performing expert language-specific consultation or other custom tasks related to AI data creation or validation which may include, but not limited to, creation of language-specific collateral such as wordlists, glossaries, guidelines, or training materials; qualitative evaluation of customer or vendor feedback; ad hoc data validation
- **Definition of Success:**
  - Task instructions followed
  - Deliveries comply with guidelines
- **Definition of Failure:**
  - Deliveries do not comply with guidelines
  - Fraudulent behavior detected such as use of automation, task hoarding, IP-address spoofing, reusing work, etc.

Skill Specific: Data Transcription – Audio

- **Definition of Service:** Providing verbatim transcriptions of speech in the target language for a set of audio files
- **Definition of Success:**
  - Task instructions followed
  - Delivered transcriptions comply with conventions
  - No more than 2% word-level errors (substitutions/deletions/insertions) across the set of delivered transcriptions
- **Definition of Failure:**
  - Transcriptions fail to comply with conventions
  - More than 2% word-level errors in a random sample of delivered transcriptions
  - Fraudulent behavior detected such as use of ASR, task hoarding, IP-address spoofing, reusing work, etc.

Skill Specific: Regulatory Adaptation

- **Definition of Service:** Adaptation of a source file to match the target country Health Authority regulatory requirements by adding, replacing or deleting content as appropriate.
- **Definition of Success:**
  - Quote provided within agreed timeline following client's requirements
  - Regulatory expert performing the adaptation is knowledgeable in the regulatory requirements applicable to the document type and target country under the project scope
- **Definition of Failure:**
  - Delivering past agreed deadline with no prior notice
  - Delivery not meeting fully the regulatory requirements of the target country
  - Regulatory expert contacts client directly without Welocalize's approval
  - Legitimate Client Escalation

Skill Specific: Copywriting

- **Definition of Service:** Creating content without a source from a client brief
- **Definition of Success:**
  - Experience of writer meets client criteria
  - Subject knowledge of writer meets client criteria
  - Content meets agreed levels of error metrics
  - Content fulfils brief specifications in regards to length, kw inclusion, formatting etc.
  - Content fulfils TOV/ brand guidelines as provided by client

- o On-time delivery meets expectations
- **Definition of Failure:**
  - o Content does not fulfil brief
  - o Content does not adhere to TOV / brand guidelines
  - o Content contains errors above acceptable thresholds
  - o On-time delivery not met