

Subscription Agreement and

Corporate Service Level Agreement

For XTM Cloud

and

XTM Hosted by XTM International

**Master Subscription Agreement**

This here is my change now

* Your 30-day free trial of the services.
* Your use of the services as a subcontractor to a paid subscriber to the services
* If you purchase our services, your purchase and on-going use of those services.

By accepting this agreement, either by clicking a box indicating your acceptance or by signing an order form that references this agreement, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on 12th May 2015. It is effective between You and Us as of the date of You accepting this Agreement.

**Table of Contents**

[1. DEFINITIONS 3](#_Toc310844739)

[2. 30-DAY FREE TRIAL 3](#_Toc310844740)

[3. SERVICES FOR SUBCONTRACTORS 4](#_Toc310844741)

[4. PURCHASED SERVICES 4](#_Toc310844742)

[5. USE OF THE SERVICES 4](#_Toc310844743)

[6. FEES AND PAYMENT FOR PURCHASED SERVICES 6](#_Toc310844744)

[7. PROPRIETARY RIGHTS 7](#_Toc310844745)

[8. CONFIDENTIALITY 7](#_Toc310844746)

[9. WARRANTIES AND DISCLAIMERS 8](#_Toc310844747)

[10. MUTUAL INDEMNIFICATION 8](#_Toc310844748)

[11. LIMITATION OF LIABILITY 9](#_Toc310844749)

[12. TERM AND TERMINATION 9](#_Toc310844750)

[13. GOVERNING LAW 10](#_Toc310844751)

[14. GENERAL PROVISIONS 11](#_Toc310844752)

## DEFINITIONS

* 1. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
  2. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
  3. "**Order Form**" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.
  4. "**Purchased Services**" means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a 30-day free trial.
  5. "**Services**" means the online, Web-based application XTM provided by Us via the internet as described in the User Guide.
  6. "**Third-Party Applications**" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Services, and are identified as third-party applications.
  7. "**User Guide**" means the XTM user guide, You acknowledge that You have had the opportunity to review the User Guide during the 30-day free trial described in Section 2 (30-Day Free Trial) below.
  8. "**Users**" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.
  9. "**We**," "**Us**" or "**Our**" means the company XTM International Ltd with our registered address at 7/8 Eghams Court, Boston Drive, Bourne End, Bucks, SL8 5YS, UK.
  10. "**You**" or "**Your**" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.
  11. "**Your Data**" means all electronic data or information submitted by You to the Purchased Services including, source files, target files, translation memories, terminology information and customers.
  12. **Third party services.** Means services offered by third parties that may be accessed by you from within the Services used to assist with translation.

## 30-DAY FREE TRIAL

* 1. We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the thirtieth day after Your acceptance of this Agreement or (b) the start date of any Purchased Services ordered by You. Additional trial terms and conditions may appear on the trial registration web page.  Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.
  2. **Any data you enter into the services, and any customizations made to the services by or for you, during your 30-day free trial will be permanently lost unless you purchase a subscription to the same services as those covered by the trial, purchase upgraded services, or export such data, before the end of the 30-day trial period.**
  3. Notwithstanding section 9 (warranties and disclaimers), during the 30-day free trial the services are provided “as-is” without any warranty.
  4. Please review the User Guide during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

## Annex 1

## Corporate Service Level Agreement

For XTM Cloud and XTM Hosted by XTM International

1. **Definitions:** 
   1. "**Purchased Services**" means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a 30-day free trial.
   2. "**Services**" means the online, Web-based application XTM provided by Us via the internet as described in the User Guide.
   3. "**We**," "**Us**" or "**Our**" means the company XTM International Ltd with our registered address at 7/8 Eghams Court, Boston Drive, Bourne End, Bucks, SL8 5YS, UK.
   4. "**You**" or "**Your**" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.
   5. "**Your Data**" means all electronic data or information submitted by You to the Purchased Services including, source files, target files, translation memories, terminology information and customers.
   6. **System Uptime** means the percentage of time that the XTM application is available for login and use, plus any time for scheduled maintenance.
2. Your 30-day free trial of the services.
3. **Our Responsibilities.** We shall:
   1. Provide to You with standard support for the Purchased Services as described below in paragraphs 6 and 7, and Extended support as described in paragraph 8 if purchased separately.
   2. Use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for:
      1. Planned Scheduled maintenance, or
      2. Any unavailability caused by circumstances beyond Our reasonable control and not preventable through reasonable measures, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Our employees), or Internet service provider failures or delays.
   3. Provide the Purchased Services only in accordance with applicable laws and government regulations.
4. **Service Level Commitment.** We commit to provide an uptime of 99.5%. If in any calendar month this uptime commitment is not met by Us and You were negatively impacted (i.e., attempted to log into or access the Service and failed due to the unscheduled downtime of the Service), We shall provide, as the sole and exclusive remedy, a service credit equal to one month’s fee for the use of the Service for each month You were impacted. This credit will be applied to the invoice for the next service period. In the event You are impacted for two consecutive calendar months, You may elect to terminate the Purchased Services without further obligation or liability and We will pay You a pro-rata refund for any prepaid services, within thirty (30) days of such termination.
5. **Scheduled maintenance.** Regularly scheduled maintenance time does not count as downtime. On a quarterly basis, We will provide You with a schedule of regular maintenance. Maintenance time is agreed with You in advance and is scheduled outside normal business hours to minimize the impact to You. Normally scheduled maintenance takes less than 2.00 hours each quarter.
6. **Ad hoc maintenance.** From time to time it may be necessary to carry out unscheduled maintenance involving system downtime in order to correct reported bugs or load urgent upgrades. Whenever possible ad hoc maintenance time is agreed with You in advance and is scheduled outside normal business hours to minimize the impact to You.
7. **Support process.** We shall establish and maintain the organization and processes to provide Support to You. Support shall include but not be limited to:
   1. a diagnosis of problems or performance deficiencies of the Supported Programs
   2. a resolution of problems or performance deficiencies of the Supported Programs.

We shall provide Support on a prompt and timely basis via both (1) Phone support, and (2) email. You may notify Us of anomalies and bugs that you discover or of which you become aware. We will use our best efforts to cure, as described below, reported and reproducible errors in the Supported Programs so that the Supported Programs operate as specified.

1. **Support availability.** Our technical support team operates from Monday to Friday 8.00am to 23.00 CET. During these hours our engineers will respond to emails and telephone calls
2. **Problem resolution.** As described below, We categorize software bugs into four error levels:

|  |  |  |
| --- | --- | --- |
| **Priority Code** | **Description** | **Service Levels** |
| 0 (high) | The product is not accessible by any user. | We will use our best efforts to fix these problems within 2 hours. |
| 1 | The Product cannot be used; the error has a critical impact on the business process. A bypass is not available; the situation requires an immediate solution. | We will use our best efforts to fix these problems within 24 hours. |
| 2 | The use of the Product is limited; certain functions cannot be used. A bypass is not available; the situation requires a solution as soon as possible. | We will use our best efforts to fix these problems within 1 week. |
| 3 | The Product is operational; the use of several functions is restricted. A bypass is available allowing business processes to continue. | We will use our best efforts to fix these problems within 2 weeks. |
| 4 (low) | The Product is operational; the use of several functions has minor restrictions. A bypass is available allowing business processes to continue. | We will fix with the next routine upgrade. |

* 1. Service levels refer only to the functionality of XTM and not to processing faulty source documents, in particular badly formed XML.
  2. The above response times apply to bugs only and specifically exclude feature requests from You.
  3. In order to fix some issues Our engineers may need to view the data being processed.
* Your 30-day free trial of the services.
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* Your 30-day free trial of the services.



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