Terms and Conditions for Language Cloud Translation Services

SDL SOFTWARE AS A SERVICE - SDL Language Cloud

BY ACCESSING OR USING THIS SERVICE YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS.
YOU ARE NOT PERMITTED ACCESS TO THE SERVICE FOR MONITORING OR DETERMINING ITS CAPABILITY, AVAILABILITY AND PERFORMANCE OR FOR ANY BENCHMARKING OR OTHER PURPOSE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICE.

SDL plc is the provider of the website at LanguageCloud.SDL.com and all linked pages owned and operated by SDL (the "Site"), and other SDL branded or co-branded websites and API (including sub-domains, international versions, widgets and mobile versions, as applicable) now existing or later developed (together with the Site, the "Service", as further defined below).

1. Definitions

a. **"Authorized Users"** means you, or your employees, who are authorized by you to use the Service, and who have been supplied with user identifications and passwords by SDL.
b. **"Data"** means all data, information, content and other materials in written or electronic form belonging to you, which is submitted to or processed by the Software or accessed, processed, maintained or stored by SDL in connection with your use of the Software and/or SDL's provision of the Service.
c. **"Documentation"** means explanatory materials in printed, electronic or online form accompanying the Service.
d. **"Hosting Infrastructure"** means the computer hardware, software, communications systems, network and other infrastructure used by SDL to provide the Service.
e. **"License Fee"** or **"Subscription Fee"** means the amount paid for the Service using your credit card or other means as agreed between SDL and you by written agreement.
f. **"Permitted Downtime"** means any specific period of time (of reasonable duration in light of the circumstances and activities to be performed) that the Service is not available to be used by you and that either: (i) is scheduled by SDL for the purpose of maintaining the smooth and regular operation of the Service on a continuing basis, including performing periodic, hardware replacement, software upgrades or updates, or other essential maintenance-related services; (ii) is caused by circumstances beyond SDL's reasonable control, including the force majeure provisions identified in the Agreement, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or

power systems not within SDL's possession or control, network intrusions or denial of service attacks, and any action or inaction of you; (iii) continues for less than thirty (30) minutes. To the extent practicable, and excluding emergency preventative maintenance, SDL will give you at least two (2) business days electronic notice of any Permitted Downtime and will endeavor to schedule any Permitted Downtime during the weekend hours.

g. **"SDL"** means SDL plc, Globe House, Clivemont Road, Maidenhead, Berkshire SL6 7DY, United Kingdom, including its subsidiaries and affiliated entities.

h. **"Service Availability"** means the time during which the Service is available to be used by you, measured in minutes on a per calendar month basis, excluding Permitted Downtime.

i. **"Software as a Service"** or **"Service"** consists of Software made available to you via the customer login page LanguageCloud.SDL.com

j. **"Software"** " means the specific SDL Language Cloud software which has been ordered by you and detailed in the relevant Order Form.

k. **"Support Services"** or **"Technical Support"** means the support services offered by SDL for the support and maintenance of the Service.

l. **"Updates"** means any and all improvements in the Software which are made generally available to SDL's customer base.

2. Trial Account

If you register on this SDL Language Cloud website for a trial account, SDL will make the Service and Software available to you on a trial basis free of charge. SDL reserves the right to terminate your right of access to the Service and Software at any time. Additional trial terms and conditions may appear on this SDL Cloud Language website. Any such additional terms and conditions are incorporated into and made part of this Agreement by reference.

3. Grant of Right

Provided that you otherwise fully comply with the provisions of this Agreement, and upon your payment of the Subscription Fee, SDL hereby grants to you a limited, personal restrictive, non-exclusive, non-transferable and non-sublicensable license to use the Software as operated on the Service, in accordance with the terms of this Agreement including the policies stated below. No access to the Software is granted to any person unless such person is an Authorized User. Receipt of the Service does not, unless otherwise specified, entitle you to download or install any Software. You will indemnify SDL for any breaches of this Agreement by its Authorized Users.

4. Copy and Use terms

a. Service Entitlement. The access and use of the Software is conditional upon SDL's receipt of full payment as per the requirements of the license purchased by you. You acknowledge that your right to use any Software under this Agreement is subject to the terms of this Agreement. Unless otherwise provided in the Documentation, no physical copies of the Software will be delivered to you. In the event such Software is made available to you as part of the Service offering, you may download and install such Software, but you must uninstall and destroy all copies at the end of the Term.

b. Term. TThe right to receive the Service is effective for the time period for which you have purchased such Services ("Term") in accordance with Section 5e below, unless this Agreement is terminated otherwise in accordance with the terms provided hereunder.

c. Restrictions. You may not, nor allow any third party to: (i) decompile, disassemble or reverse engineer the Service or any Software that may be provided thereunder, except to the

extent expressly permitted by law and subject to the prior written approval of SDL; (ii) remove, modify, obscure and/or otherwise deface any product identification or proprietary rights notices of the Service, Software or Documentation; (iii) transfer, lease, resell for profit, distribute, lend or otherwise grant any rights in the Service or any Software in any form to any other party in whole or in part that may be provided thereunder, including without limitation, processing services to other parties for commercial or for timesharing , rental, sharing arrangements or for service bureau purposes; (iv) modify or create derivative works of the Service or any Software in whole or in part that may be provided thereunder; or (v) otherwise use, copy, adapt or distribute the Service or any Software that may be provided thereunder except as expressly provided herein. You shall not transmit any Data that you have reason to believe is infringing, obscene, threatening, libelous or otherwise unlawful or tortuous, including material harmful to children or violative of third-party privacy rights, and you shall indemnify and defend SDL from and against any breach of the foregoing restriction.

5. Service and Payments

a. The availability of the Service is subject to full and cleared payment of the Subscription Fee.

b. The Service is purchased in accordance with the fee table set forth on LanguageCloud.SDL.com. SDL reserves the right to change the Subscription Fees and related metrics from time to time.

c. You shall pay all Subscription Fees specified when ordering through this website. The payment obligations are non-cancellable and fees paid are non-refundable. Subscription Fees are based on the Term selected by you ("Billing Cycle") that begins on the date access to the Service is granted to you and continues through to end of the current Billing Cycle. The next Subscription Fee will be automatically deducted at the start of the next Billing Cycle ("Billing Date").

d. By providing your credit card details, you authorize SDL to charge such credit card for the Service purchased via the SDL Language Cloud website (LanguageCloud.SDL.com) for the initial Term and any subsequent Term(s) as set forth in Section 5c. Such charges shall be in accordance with your package billing period.

e. The Service purchased by you commences on the date SDL accepts your payment. Your right to use the Service is subject to the Subscription Fees being available in cleared funds.

f. If during the Term SDL is unable to secure further agreed payments via your credit card, access to the Service will be suspended immediately at SDL's discretion until the Subscription Fee has been paid. If payment is not received in full within 14 days, this Agreement will terminate with immediate effect and the SDL Language Cloud Account will be deleted. SDL will have no obligation to provide to you, or keep on your behalf, any Data or inform you of its decision.

g. If applicable, all amounts due to SDL hereunder are net of any and all taxes (including withholding taxes), assessments, charges and levies of any governmental authority, all of which shall be the sole obligation of you, except for taxes payable on the income of SDL.

6. Support Services

a. Technical Support. SDL will provide you with email support for the Software during SDL's normal business hours. SDL reserves the right to change its technical support practices from time to time. Notwithstanding the foregoing, SDL is not obligated to provide Support Services for user training, any third-party equipment or software, your Data or for implementation of any custom code developed by you or your Authorized Users in connection with this Agreement.

7. Service Availability and User Right to Terminate

a. Service will be generally available twenty-four (24) hours a day, seven (7) days a week, except for Permitted Downtime.

b. If you are not satisfied with the Service Availability, your only recourse is to terminate the Service without a right of refund of fees.

8. Limited Service and Warranty Disclaimer

a. Limited Warranty. SDL warrants that, for a period of thirty (30) days after the initial use of the Service by you, the Software will materially conform to the Documentation.

b. Exclusions. The preceding warranty will not apply if: (i) the Software is not used in accordance with the terms, conditions and restrictions of this Agreement or the Documentation; (ii) the Service or any part thereof has been modified by any party or entity other than SDL; (iii) a malfunction in the Service has been caused by any equipment or software not supplied by SDL; or (iv) you have combined the Software with other software or hardware not provided by SDL.

c. Disclaimer. TO THE EXTENT PERMITTED BY LAW, SDL'S SOLE AND EXCLUSIVE LIABILITY FOR ANY BREACH OF THE ABOVE WARRANTY SHALL BE LIMITED TO THE CORRECTION OF ANY SOFTWARE THAT FAILS TO MEET THE WARRANTY, UNLESS, IN SDL'S SOLE OPINION, SUCH RE-CORRECTION WOULD BE INADEQUATE OR IMPRACTICAL, THEN YOU WILL HAVE THE RIGHT TO TERMINATE YOUR ACCESS TO THE SERVICE AND REQUEST A REFUND OF THE UNUSED PORTION OF THE FEES PAID BY YOU FOR THE SERVICE. SDL DOES NOT WARRANT THAT THE SOFTWARE OR THE PROVISION OF SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS. SDL IS NOT RESPONSIBLE FOR ANY DELAYS, BUSINESS INTERRUPTION, DELIVERY FAILURES, INTERCEPTIONS OR DATA LOSSES CAUSED BY THE TRANSFER OF DATA OVER THE INTERNET OR OTHER COMMUNICATIONS NETWORKS. EXCEPT AS PROVIDED IN SECTION 6a, THE SOFTWARE, SERVICE AND SUPPORT SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND SDL MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE SOFTWARE, SERVICE AND SUPPORT SERVICES. SDL (INCLUDING ITS SUPPLIERS) DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. No advice or information, whether oral or written, obtained from SDL or elsewhere, will create any warranty not expressly stated in this Agreement.

d. High-Risk Activities. The Service is not designed or intended for use in mission-critical environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapon systems, direct life-support machines or any other application in which the failure of the Service could lead directly to death, personal injury or severe physical or property damage (collectively, "High-Risk Activities"). SDL EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.

9. Limitation of Remedies and Damages

a. a. This clause prevails over all other clauses and sets out the entire liability of SDL and the sole and exclusive remedies for you, in respect of: (a) the performance, non-performance or purported performance of the Service, or otherwise in relation to this Agreement. SDL's total liability to you from all causes of action and under all theories of liability shall not exceed the amount of the Subscription Fees paid to SDL by you hereunder. Notwithstanding anything

else to the contrary in this Agreement, in no event shall SDL be under any liability to you for any indirect, special, exemplary, incidental or consequential damage, whether based on contract, tort, strict liability or any other legal theory, howsoever caused, whether for breach of warranty, negligence or otherwise and whether such loss or damage was foreseeable, known, foreseen or if SDL was advised of the possibility of such damage or otherwise when such loss is of: (a) actual or anticipated profits; (b) goodwill; (c) business; (d) revenue or of the use of money; (e) contracts; (f) anticipated savings; (g) data and/or undertaking the restoration of data or software restoration; (h) operation time, use of processes or equipment; or (i) damages relating to the procurement by you of any substitute software and/or services. For the avoidance of any doubt, (a) to (h) apply whether such loss is direct, indirect, consequential or otherwise. SDL does not exclude or limit liability for: (a) death or personal injury caused by its negligence; or (b) any fraudulent misrepresentation on the part of SDL; or (c) any other liability that cannot be excluded by law.
b. Reasonable allocation of risk. The parties acknowledge that these limitations and exclusions of liability are agreed to be reasonable allocations of liability and risk, having considered the relative commercial size of the parties, the nature of the contractual obligations, the ability of the parties to bear the losses and the availability of insurance.

10. Confidentiality

You acknowledge that the Service and Software, including all source and/or object code and all parts and aspects thereof, in whatever form, whether or not marked as confidential, the Documentation and any other documentation or materials provided with or related to the Service, including the specific terms of this Agreement and pricing (collectively, the "Confidential Information"), are the valuable proprietary and confidential information of SDL. You shall (i) limit use and disclosure of the Confidential Information to Authorized Users pursuant to this Agreement who agree to be bound by the terms of this Agreement or are otherwise bound to a confidentiality agreement containing substantially similar terms; (ii) not provide or disclose any of the Confidential Information to another party; and (iii) treat the Confidential Information with the same degree of care to avoid disclosure to any third party as is used with respect to your information of like importance which is to be kept secret, but with no less than reasonable care. You acknowledge that in the event of a breach or threat of breach of this Section 10, money damages alone may not be adequate. Therefore, in addition to any other legal or equitable remedies, SDL shall be entitled to seek injunctive or similar equitable relief against such breach or threat of breach.

11. Termination

SDL may terminate or suspend the use of the Service in the event that you materially breach the terms of this Agreement and you fail to address such breach within thirty (30) days of receiving notice of such breach. Upon such termination you must cease to use and access the Service and return or destroy any copies of the Software and Documentation supplied under this Agreement.

12. Open Source

"Free" or "Open Source" Software. The Service may include programs or code that are licensed under an Open Source Software ("OSS") license model. OSS programs and code are subject to the terms, conditions and obligations of the applicable OSS license, and are SPECIFICALLY EXCLUDED FROM ALL WARRANTY AND SUPPORT OBLIGATIONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.

13. Governing Law

This Agreement will be governed by and construed in accordance with the laws of England and Wales, excluding the body of laws known as conflicts of law. This Agreement will not be governed by the conflict of laws rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any legal action or proceeding arising under this Agreement will be brought exclusively in the English courts, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

14. Miscellaneous

a. Except for actions for non-payment or breach of SDL's proprietary rights in the Service, Software and Documentation, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after a party knew or should have known of the claim.

b. Survival. Any terms of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination.

c. Entire Agreement. This Agreement, including all documents incorporated by reference, represents the entire agreement between the parties relating to the subject matter herein, and expressly supersedes and cancels any other communication, representation or advertising, whether oral or written, on the subjects herein.

d. Government Rights. If the Software is acquired by or on behalf of the United States government, any use, duplication or disclosure of the Service/Software is subject to restrictions set forth in FAR 52.227 19 and DFAR 227.7200 227.7202 4, as applicable. The Service/Software is "commercial computer software" and is licensed with only "Restricted Rights".

e. Export Control. You agree to comply fully with all applicable export laws and regulations of the United States and other jurisdictions to ensure that neither the Software, nor any direct product thereof are exported or re-exported in violation of such laws, or used for any purposes prohibited by such laws.

f. Copyright/Ownership. The Service and Software is protected by copyright and other intellectual property laws and treaties. SDL owns the title, copyright and other intellectual property rights in the Service and Software.

g. Taxes. All Subscription Fees are exclusive of any and all taxes. In the event that any sales, use or withholding taxes, goods and services tax, or other taxes or government fees, assessments or charges are payable because of this Agreement, or any license of the Software, or because of any payment by you, then you shall pay such taxes, fees, assessments and charges in addition to all other payments.

h. Non-Assignment of Rights. You may not assign or transfer your rights and obligations under this Agreement.

i. Severability. If any clause under this Agreement is judged null and void, all other clauses shall nevertheless apply.

j. Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

k. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

l. <u>Non-exclusive Remedy.</u> Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

m. <u>Modifications.</u> Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.

n. <u>Pre-printed Terms.</u> Any terms and conditions contained in any purchase order that are inconsistent with or in addition to the terms and conditions of this Agreement will be deemed stricken from such purchase order, unless expressly agreed to in writing by SDL.

o. <u>Rights of Third Parties.</u> Except where expressly provided to the contrary, this Agreement is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it or any person who claims rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise, and neither party can declare itself a trustee for the benefit of a third party.

POLICIES ACCEPTABLE USAGE POLICY (AUP)

1. General. The Service will not be used in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, codes of conduct (including voluntary codes of conduct), guidelines, directions, policies and/or other requirements including, without limitation, all applicable state, federal, national and international Internet, data, telecommunications, marketing, telemarketing, "spam" and import/export laws and regulations.

2. Prohibited Use. Without limiting the foregoing, you agree not to permit the Software and Service to be used to transmit or disseminate any:

a. Junk mail, spam or unsolicited material to persons or entities that have not agreed to receive such material or to whom the User does not otherwise have a legal right to send such material;

b. Material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers;

c. Material or Data that is illegal, or material or Data that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials of which the transmission could diminish or harm the reputation of SDL or any third-party service provider involved in the provision of the Software and Service. In relation to the foregoing, SDL's opinion shall be determinative;

d. Viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously or openly intercept or expropriate any system, Data or personal information;

e. Material or information that is false, misleading or inaccurate;

f. Material that would expose SDL, any third-party service provider involved in providing the Software and Service, or any other third party to liability;

g. Without limitation of any of the foregoing, any use which is contrary to the applicable legal and regulatory provisions operative in any territory in which the Software and Service is used, or to or through which communications are sent, where any of the country-specific legal and regulatory provisions are less stringent than those set out above, those set out above shall apply.

3. Filters. SDL reserves the right to install and use, or to have you install and use, any appropriate devices to prevent violations of this AUP, including devices designated to filter or terminate access to the SDL services.
4. Impediment. You are responsible for notifying SDL immediately if you become aware of an impending event that may negatively affect the Software or Service.
5. No sharing. You may not run on SDL's servers any program that makes the Software or Service available to others.
6. Violation. SDL has absolute discretion in determining whether your activities or use of SDL's Software and Service are in violation of this AUP. In the event of the breach of or failure to comply with this AUP by you, SDL expressly reserves the right at its discretion, to pursue any remedies that it believes are needed, which may include, but are not limited to, suspension or termination of the provision of the access to the Software or Service. Such actions may be taken by SDL without notice to you. As soon as it deems that the non-compliance is not cause by you, no remedies will be imposed on you and all remedies already imposed on you will immediately be lifted.
7. Modifications to Policy. This AUP may be changed by SDL from time to time and the latest version will be made available on the SDL Language Cloud Translation Software website. Your continued use of the Service after the change constitutes your acceptance of the new AUP. It is your responsibility to comply with any country-specific legal and regulatory provisions in the territory where the communications are sent to or from, and you will indemnify SDL against all costs, claims, demands, expenses and liabilities caused by SDL's non-compliance with such country-specific legal and regulatory provisions.

DATA SECURITY POLICY

SDL and its subcontractors will maintain appropriate security procedures and practices related to the operation of the Hosting Infrastructure in order to safeguard the Software against unauthorized access and to maintain the privacy of your Data in accordance with the requirements of the Agreement and applicable law. Such security procedures and practices shall include the items listed below:

1. Physical Security. SDL will store and operate the SOC 2 & 3 secure Hosting Infrastructure in an environment equipped with 24-hour onsite security and monitoring, security alarm systems and other reasonable measures designed to protect the security and integrity thereof. SDL or its suppliers will have staff on duty at all times capable of identifying, categorizing and responding to a security incident.
2. Firewalls. SDL will utilize the defacto industrial F5 Firewall with only port 80 and 443 open for SSL connection (a 256bit encryption system) to minimize the risk of unauthorized access to the Hosting Infrastructure.
3. Vulnerability Threat Assessment. From time to time, SDL will use third-party vendors to perform security audits to identify issues with its Hosting Infrastructure components that could result in access vulnerabilities. SDL will respond to identified vulnerabilities with appropriate actions.
4. Intrusion Detection. SDL will deploy a monitoring system or service intended to detect abnormal network traffic that would indicate a potential intrusion into the Hosting Infrastructure by unauthorized users for purposes of interrupting services or accessing data. The intrusion detection service will be monitored at all times by knowledgeable security personnel and appropriate procedures for dealing with an intrusion will be maintained.
5. Virus Scanning. SDL does not use virus scan for Linux based systems. For avoidance of doubt, SDL does not execute as code translation input provided by you.

6. Data Encryption. Your Data will be encrypted when stored in the Hosting Infrastructure database. Authorized Users will only be permitted to connect to the Hosting Infrastructure using secure web browsers supporting string encryption (e.g., at least 128 bit).
7. Security of own network. You are responsible for the security of your own networks, machines and accounts, including, without limitation, maintaining confidentiality of password and account information. SDL will assume neither responsibility nor accountability for failures or breach of your imposed protective measures, whether implied or actual. Abuse that occurs as a result of your compromised system or account, such as when a system becomes infected with a worm or Trojan horse program as a result of an Internet download or the opening of an email attachment, may result in suspension of services or account access by SDL.
8. Internet Security. Because the Internet is an inherently open and insecure means of communication, any Data or information a user transmits over the Internet may be susceptible to interception and alteration. SDL makes no guarantee regarding, and assumes no liability for, the security and integrity of any Data or information you transmit over the Internet, including any Data or information transmitted via any server designated as "secure". You should not have an expectation of privacy in any content, including accounts of files transmitted through the internet.

PRIVACY POLICY

The following privacy policy provides you with clear information about what data this Service gathers and how it will be used. We believe that SDL currently has policies in place which conform to privacy regulations in various regions outside the U.S. This policy is intended to supplement, not replace, those policies. Further investigation for specific regions outside the U.S. may be required. If you have entered into an agreement to use our services, the terms of that agreement govern the use and disclosure of the information and materials you submit to us through those services. The agreement prevails in the event of any inconsistencies between the agreement and the following policy. The SDL plc privacy policy, located at http://www.sdl.com/aboutus/privacypolicy.html, describes how SDL uses your information when you use SDL's websites, products and services. This SDL Language Cloud Translation Software privacy policy describes practices specific to this website and the Service provided hereunder.

1. Information SDL collects when you use **SDL Language Cloud**.

- Personal information you provide: SDL plc will as data controller collect information required for creating an account to use the Service and payment information, such as your name, email address, mailing address, telephone number, credit card number etc.
- Anonymous Information: Anonymous information does not personally identify you. It may be voluntarily provided or automatically collected, including log information, browser and device information, information gathered by cookies, general statistical information, etc.
- Order content: SDL plc will process information submitted or generated as part of an order, such as source material, corresponding translations, or other similar information as data processor only. For any personal data contained in the source material, the customer will be the data controller.

2. How SDL plc may use the information

- To personalize your experience: Personalization may include delivering content targeted to your interests, such as targeted banners, new services and promotions.
- To process your transactions and orders.

- For contact and notification: This may include sending newsletters, marketing or other promotional materials.
- Auditing and conflict resolution: This may include contacting users in connection with inappropriate use of SDL products and services, non-compliance with any Terms and Conditions of use, or in connection with a complaint filed by another user.
- For developing, operating and improving SDL's products and services: This may include contacting users to participate in market research and/or the collection of certain anonymous statistics and data to improve the user experience

3. How SDL plc may use the source material

- To provide the services ordered: This may include storing source material to the extent needed during the human translation process. SDL represents that during the machine translation process none of the source material will be needed, stored or used in SDL's Translation Engines, except for term dictionaries, which will be stored securely.
- Training of SDL Translation Machines: SDL only uses data available in the public domain and the data used is never reproduced in its original form. The MT vertical engine is created from a derivative of the original parallel segments data. The data is neutralized before the vertical is created to remove product names and other client-specific references thereby maintaining neutrality.

4. Security

- SDL will take reasonable efforts to safeguard your information from unauthorized access.
- Source material will not be disclosed to third parties. Your term dictionaries are for your personal use only and are not shared with other users using SDL Language Cloud.
- SDL may provide access to your information if SDL plc believes in good faith that disclosure is reasonably necessary to (1) comply with any applicable law, regulation or legal process, (2) detect or prevent fraud, and (3) address security or technical issues.

Our privacy policy may change over time. We will post any privacy policy changes on this page. Our privacy practices are described in the full privacy policy located at http://www.sdl.com/aboutus/privacypolicy.html.