DeepL Pro

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DeepL Pro – Terms and Conditions (published 01/2023)

DeepL SE, Maarweg 165, 50825 Cologne, Germany ("DeepL") specialises in machine translation services and provides the online translation service deepl.com.

Customer wishes to utilize DeepL's translation services in its own software products and/or for other business or private purposes. In order to allow Customer to make use of the services, Customer is granted access to the subscribed DeepL Pro Products in accordance with and to the extent of these Terms and Conditions.

These DeepL Pro License Terms and Conditions ("Terms and Conditions") are available at https://www.deepl.com/pro-license.html   and can be downloaded and printed by the Customer. DeepL does not save this agreement text after conclusion of the contract.

1 Definitions

1.1 "**Agreement**" refers to the agreement between Customer and DeepL concerning the subscription to and the use of DeepL's Products in accordance with these Terms and Conditions.

1.2 "**API**" refers to the Application Programming Interface provided by DeepL to Customer as set out in the Service Specification and the Documentation provided by DeepL.

1.3 "**API-CAT-Key**" refers to a special license key to connect computer-assisted-translation tools to the API.

1.4 "**API Response**" refers to the API's response to API Requests.

1.5 "**API Request**" refers to an HTTP request transmitted by the Application to the API.

1.6 "**Application**" refers to the software or service developed by or on behalf of Customer which utilizes the API.

1.7 "**Business Days**" are Monday through Friday, excluding public holidays in North Rhine-Westphalia, Germany.

1.8 "**Characters**" shall have the meaning as set out in the definition for "Number of Characters".

1.9 "**Content**" refers to text sent by Customer to the API or the DeepL Pro Translator as specified in the Service Specification in order to have it processed by the machine translation infrastructure operated by DeepL.

1.10 "**Customer**" refers to the person or entity ordering or subscribing to the DeepL Products or services as the contracting party of DeepL.

1.11 "**Customer Training Data**" refers to bilingual terms, example documents and similar texts (monolingual or bilingual) submitted by Customer to the API and/or the DeepL Pro Translator (for example glossaries) in order to improve and customise the translations produced by DeepL for the respective Customer. Further details on the use of Customer Training Data may be contained in the Service Specification or a separate addendum to these Terms and Conditions (if the corresponding features for the use of Customer Training Data are available).

1.12 "**DeepL Pro Translator**" refers to an extended version of the DeepL translator which provides Customer via different front ends (e.g., website and desktop application) with a user interface to the translation services in accordance with the Service Specification.

1.13 "Documentation" refers to an electronic documentation of the requirements and functionality of the API provided to Customer in English language.

1.14 "**End Users**" refers to the users of Customer's Application.

1.15 "**Free API**" refers to the API provided by DeepL free of charge.

1.16 "**Internal Users**" refers to the users of Customer's access to the Products for internal purposes of Customer, e.g., Customer's employees, employees of affiliated companies (pursuant to Sections 15 et seq. AktG), freelance collaborators or Customer's service providers.

1.17 "**Number of Characters**" refers to the number of characters of the Content transmitted to the API based on the used character encoding. For the avoidance of doubt, multi-byte encoded characters shall count as single character.

1.18 "**Order Button**" refers to the button in the online ordering process clearly marked to finalize the ordering process (e.g., with the inscription "Buy now", or similar).

1.19 "**Processed Content**" refers to any Content that has been processed using the API or the DeepL Pro Translator.

1.20 "**Products**" refers to the entirety of the services offered by DeepL, excluding Test Functions.

1.21 "**Service Specification**" refers to the list of functionalities and specifications of the API, the DeepL Pro Translator and/or the Customer Training Data (as applicable in each case) as agreed upon conclusion of this Agreement.

1.22 "**Single-User License**" refers to a license to use a Product by one person. The same person can use the respective access credentials on multiple devices that meet the requirements of the Service Specification. The use of a Single-User License is only allowed and possible on one device at a time. If Customer wishes to use the respective Product by more than one person at the same time, the Customer has to acquire a team license or multiple Single-User Licenses.

1.23 "**Third-Party Applications**" refers to any applications, components, libraries, plugins or other software provided by third parties that allow Customer to use or access the Products, e.g., translation plugins for third-party applications for which Customer has to use their own API credentials.

2 Subject of the Agreement

2.1 Subject to these Terms and Conditions and the Service Specification, DeepL provides Customer with access to the subscribed Products in accordance with the Service

Specification and the applicable Documentation for the term of this Agreement.

2.2 Customers receiving services specified at contract conclusion as being subject to charges will pay DeepL the agreed remuneration as indicated during the online purchase process or in the order form.

3 Services of DeepL

3.1 General

3.1.1 DeepL provides Customer with access to the Products within the term and scope of this Agreement, including the Service Specification.

3.1.2 DeepL will only store Content or Processed Content on its servers to the extent technically required to provide its Products. Content or Processed Content will neither be perpetually stored on DeepL's servers nor returned to Customer. This does not apply for the Free API. For the avoidance of doubt, DeepL shall be entitled to create and retain access logs for billing, security and statistical purposes. Such access logs shall not contain any Content or Processed Content. However, access logs may contain meta data of API Requests such as time of the API Request and size of the transmitted Content.

3.1.3 DeepL will only access the Content and/or the Processed Content in the event and to the extent required to carry out a diagnosis and to solve technical issues which may eventually compromise the availability of the Products. To the extent required for the purposes mentioned above and in derogation from Section 3.1.2 DeepL may, in exceptional cases, automatically store Content and/or Processed Content for a maximum period of 72 hours in case certain error patterns occur during the processing of the translation request. The Content and/or the Processed Content will be stored in an encrypted form for the duration of the debugging process and will be automatically deleted afterwards. The access to the cryptographic keys for the decryption of the Contents and/or of the Processed Contents will only be granted in individual cases in the context of a logged process for selected employees of DeepL who are bound to secrecy and after the access has been approved by the company management. The Contents and/or Processed Contents stored for debugging purposes will not be linked to any individual Customer.

3.1.4 DeepL will make use of the Customer Training Data exclusively in connection with the translations of the respective Customer. Furthermore, DeepL will store and process it for the duration of the Agreement in a way that no unauthorised persons will gain access

to it. As the Customer Training Data is processed in an automatic way, it may be deleted upon the Customer's request. However, it cannot be returned to the Customer (as DeepL does not offer any data storage service).

3.1.5 DeepL is free to provide customers with additional functions in alpha or beta versions on a test basis ("**Test Functions**"). These Test Functions are marked as such or as alpha or beta. Test Functions are not the subject of this Agreement. DeepL may make them available voluntarily to all or individual customers and the Customer is not obliged to make any payment for the use of Test Functions. Test Functions are intended for test use by the Customer and evaluation by DeepL. They are not final products or features and may contain bugs or other inaccuracies. DeepL can change, adapt or discontinue the Test Functions at any time.

3.1.6 Further services, including but not limited to consulting, individual development, or implementation or training services, shall only be owed by DeepL upon express written agreement.

3.1.7 DeepL is entitled to subcontract third parties to fulfil its contractual duties in whole or in part.

3.1.8 Customer may grant Internal Users access to the Products in its sole discretion. However, Customer shall be fully liable for any use of the Products by Internal Users and shall ensure that Internal Users are aware of and respect any and all restrictions for the use of Products set out in this Agreement. Customer shall promptly notify DeepL of any suspected or alleged violation of this Agreement and shall cooperate with DeepL with respect to investigation of such violations as well as to any action by DeepL to enforce this Agreement.

3.2 API

In addition to Section 3.1, the following shall apply to the API:

3.2.1 DeepL will provide Customer with respective access credentials for the API.

3.2.2 The API allows Customer to use the technical infrastructure for machine translation operated by DeepL by means of transmitting Content to the technical infrastructure. DeepL shall process the Content in accordance with this Agreement, the Service Specification and the Documentation. However, DeepL is neither obligated to ensure nor warrants correctness or accuracy of API Responses or Processed Content. In particular,

DeepL does not give any guarantee regarding the correctness of the translations created by the machine translation system.

3.2.3 DeepL may, in its sole discretion, provide Customer with software development kits or code samples (hereinafter jointly referred to as "**Code Samples**"). Code Samples are provided free of charge and are excluded from the paid services provided by DeepL. Code Samples are provided in electronic form and can be downloaded from a dedicated website. DeepL is not obligated to continue development of Code Samples or to keep Code Samples functional or available at all times. Code Samples are not suited for any use in production environments and are provided for educational purposes only.

3.2.4 Particularly in view of the on-going development of the API, DeepL may introduce new versions of the API with an additional or different range of features. Furthermore, DeepL may terminate deprecated versions of the API provided that the termination is reasonable for Customer in consideration of the interests of both Parties. DeepL shall inform Customer of such termination in writing (e-mail sufficient) at least four (4) weeks before the termination becomes effective. DeepL will inform Customer of updates of the API via e-mail.

3.2.5 The option to use an API-CAT-Key is only provided if Customer chooses specific subscription tiers in the order process which include API-CAT-Key support. The API-CAT-Key is a Single-User License.

3.2.6 Some Third-Party Applications may require Customer to acquire Products from DeepL in order to use certain features of the Third-Party Applications (e.g., translation plugins). DeepL is not responsible for any Third-Party Application. Any use of such Third-Party Application is solely subject to the terms and conditions of its respective vendor and DeepL does not have any influence on such Third-Party Applications.

3.3 Free API

3.3.1 The Free API is provided by DeepL with a limited scope of functions. Further details, in particular with regard to specific restrictions, can be found in the Documentation

3.3.2 In derogation from Section 3.2.4, DeepL reserves the right to modify the functional scope of the Free API at any time or to completely discontinue the free provision of the API.

3.3.3 In all other respects, the provisions of Section 3.2 apply accordingly.

3.4 DeepL Pro Translator

In addition to Section 3.1, the following shall apply to the DeepL Pro Translator:

3.4.1 The DeepL Pro Translator provides Customer an enhanced user interface to use the DeepL translation service as set out in the Service Specification, providing means to translate texts in a web browser or another frontend application.

3.4.2 The license to use the DeepL Pro Translator is a Single-User License.

3.5 Changes to the Products

3.5.1 DeepL can modify and change the Products and their range of functions beyond what is necessary to maintain the Products in conformity with the contract if a valid reason requires these modifications. There is a valid reason if the modifications are necessary (i) to ensure compliance with changes in relevant legislation or case law, (ii) to implement changes to the technical requirements, e.g., a new technical environment or other operational reasons, or (iii) to adapt the Products to changing market conditions, such as increased user numbers, or if the modifications or changes are beneficial to Customer, e.g., to make the Products more user-friendly or improve their security.

3.5.2 Modifications to the Products and their range of functions in accordance with Section 3.5.1 are made without additional costs to Customer.

3.5.3 If a modification relates exclusively to time-critical security updates, extensions of functions, only insignificant components of the Products (such as design or presentation changes) and if it is not a Negative Change within the meaning of Section 3.5.4, DeepL will inform Customer about the modification within the customer account in a clear and comprehensible manner. In all other cases, DeepL will inform Customer of the respective modification to the product in a clear and comprehensible manner at least two (2) months in advance by means of a message by e-mail ("**Change Notice**"). The Change Notice contains the features and the time of the modification as well as – in case of Negative Changes – the rights of Customer and legal consequences of his silence as described in Sections 3.5.4 and 3.5.5 below.

3.5.4 If a modification impacts Customer's ability to access or use the Products in more than a minor way ("**Negative Change**"), Customer has the right to terminate the Agreement free of charge with a notice period of 30 days. To exercise the right of termination, the customer should contact DeepL via the contact form (available at

https://support.deepl.com/hc/requests/new   ) and state the reason for the termination. The period begins with the receipt of the Change Notice by Customer. If the modification is made after Customer has received the Change Notice, the period shall only start to run once the modification has been made. The right to terminate the Agreement does not apply if the accessibility or usability of the Products without the modification is maintained free of charge.

3.5.5 Negative Changes to the Products are deemed to have been approved if Customer does not object to them by exercising his right of termination in accordance with Section 3.5.4. DeepL will specifically draw Customer's attention to this legal consequence in the Change Notice.

3.5.6 These Terms and Conditions shall apply *mutatis mutandis* to any modifications and to the Products in their modified state.

4 Availability

4.1 DeepL shall provide an annual average of 97% uptime availability for the fee-based Products. The availability calculation excludes any downtime for planned maintenance work as well as service interruptions which are beyond DeepL's control, including but not limited to short-term and undue increase in the number of translation requests by Customer which requires an unplanned increase in system capacity.

4.2 Subject to the exceptions in Section 4.1, availability shall be calculated as the number of hours the services of the Products are functional, divided by the total number of hours within the respective calendar year.

4.3 Unavoidable downtime due to planned maintenance work shall be electronically notified to Customer in good time in advance (e.g., by e-mail).

5 Conclusion of the contract

5.1 In order to conclude a contract regarding DeepL's services under this Agreement it is required to provide an e-mail address and a password and then entering a billing address and payment information. After that, a summary of the order will be displayed for review. When Customer, after agreeing to these Terms and Conditions and the Service Specification, clicks on the Order Button, he makes a binding offer to conclude a contract ("**Application for Contracting**"). Until clicking on the Order Button, the Customer can cancel the order process at any time or change the information provided by deleting,

adding or correcting the information provided in the various fields or by closing his web browser or tab.

5.2 DeepL reserves the right to reject Customer requests to conclude a contract. In this event, DeepL will display a respective message during the buying process, at latest when Customer has clicked the Order Button. In particular, DeepL rejects contracts with customers providing machine translation services, including but not limited to Amazon.com, Inc., Microsoft Corporation, Google LLC, Alphabet Inc., Apple Inc., Facebook Inc., and their subsidiaries.

5.3 The Application for Contracting is accepted and the contract is concluded if, after clicking on the Order Button, the then following page is successfully loaded and a subscription number is provided.

5.4 Furthermore, in derogation of Sections 5.1 to 5.3, the contract concerning the services offered by DeepL can be entered into by other means of distance communication (e.g., e-mail). In this case, DeepL will provide the Customer with these Terms and Conditions and the Service Specification before entering into the contract, which will be entered into either as soon as DeepL expressly confirms the conclusion of the contract or by putting the Products at Customer's disposal.

5.5 DeepL shall provide its services immediately after conclusion of the Agreement.

5.6 The Agreement can be concluded in English or German language.

6 Free Trial Subscription

6.1 DeepL may provide Customer with a free trial subscription for selected Products at its own discretion.

6.2 After the free trial period, the free trial subscription is automatically extended to a paid subscription to the Product selected by the Customer. The free trial subscription can be terminated at any time during its term by DeepL or Customer. In the event that DeepL or Customer prematurely terminates the free trial subscription, the free trial subscription is not continued as a paid subscription.

7 Copyright and Intellectual Property

7.1 DeepL grants Customer a non-exclusive, non-transferable, non-sublicensable worldwide right to use the Products for its internal intended purpose for the term and within the scope of this Agreement, subject to the authorised number of Internal Users for which Customer has paid DeepL.

7.2 DeepL grants Customer a non-exclusive, non-transferable, non-sublicensable worldwide right to use the provided Documentation and support materials for the term and within the scope of this Agreement, in particular, to reproduce them and provide them to Internal Users or contractors to the extent required for the intended use of the Products.

7.3 DeepL grants Customer a non-exclusive right to use the provided Code Samples for educational and internal development purposes without restriction in regard to time or location, in particular to reproduce the Code Samples and provide them to Internal Users, to modify and create derivative works of the Code Samples and to use, sub-license or distribute such derivative works without limitation.

7.4 All rights regarding the Content, Processed Content and/or Customer Training Data remain with Customer. However, Customer grants DeepL the non-exclusive worldwide right to use the Content and/or Customer Training Data solely in order to provide DeepL's services to Customer. In particular, Customer grants to DeepL the right to temporarily store, modify, process, translate and transmit the Content and/or Customer Training Data, and to sublicense the foregoing rights to its subcontractors, to the extent required to provide the services set out in this Agreement.

7.5 DeepL does not assume any copyrights to the translations made by Customer using the Products. In the event that the translations made by Customer using the Products are deemed to be protected under copyright laws to the benefit of DeepL, DeepL grants to Customer, upon creation of such translations, all exclusive, transferable, sublicensable, worldwide perpetual rights to use the translations without limitation and for any existing or future types of use, including without limitation the right to modify the translations and to create derivative works.

8 Obligations of Customer

8.1 General

8.1.1 Customer may use the Products solely for the purpose agreed between the Parties. In particular, Customer may not, and will not allow third parties (including Internal Users

and End Users) to use the Products, translations created using the Products, Documentation or other data, information or service provided by DeepL unless expressly authorised by DeepL in written form

- a) in connection with or for the purpose of operating critical infrastructure such as electrical power stations, military or defence equipment, medical appliances or other equipment whose failure or impairment would result in unforeseeable economical or physical damages, including but not limited to critical infrastructure in terms of the European Directive 2008/114/EC;

- b) for any illegal activities, including development of any applications infringing any third-party rights or any other applicable laws or regulations;

- c) for spamming or any other unsolicited advertising;

- d) to perform benchmark or other capacity testing of DeepL's technical infrastructure;

- e) to create a similar product, service or API whose primary purpose is to provide machine translation services, including but not limited to bilingual/multilingual dictionaries;

- f) to develop, market or train a machine translation algorithm;

- g) to transmit any data to DeepL which may not be transmitted to or processed by DeepL due to data protection laws, contractual or statutory confidentiality obligations, export restrictions or other statutory provisions or third-party rights.

8.1.2 Customer is obligated to keep the access credentials provided by DeepL secure and undertakes not to disclose them to any third parties unless required for the contractually intended and permitted use of the Products. Customer is not entitled to repackage or resell access credentials or its access to the Products to any third parties unless expressly agreed upon otherwise.

8.1.3 Customer is obligated to observe all legal requirements for the collection, processing and use of data which is transmitted to DeepL and processed by DeepL for Customer in connection with the Products under this Agreement. In particular, Customer shall immediately agree with DeepL on a data processing agreement (which shall be provided by DeepL) if Customer intends to transmit personal data to DeepL using the Products. Customer guarantees not to collect, process or use any personal data in connection with the Products without the express consent of the data subject or sufficient

other legal authorisation. DeepL will reasonably cooperate with Customer in order to assist Customer in implementing such required legal authorisations.

8.1.4 Customer shall indemnify DeepL from any and all third-party claims including the necessary expenses for legal defence, asserted against DeepL due to a culpable violation of this Agreement by Customer. If third parties should assert such claims against DeepL, DeepL shall inform Customer about the asserted claims without undue delay and leave the defence at the discretion of Customer or undertake it in cooperation with Customer. DeepL shall not settle or recognise claims of third parties without Customer's consent which shall not be unreasonably withheld or delayed. DeepL shall be entitled to request a reasonable advance for the incurred legal defence expenses to be anticipated. The indemnification shall accordingly apply to fines or other regulatory or judicial orders and claims.

8.1.5 In the event that Customer uses Third-Party Applications to access the Products, Customer shall comply with the acceptable use policies set out by the vendor of the Third-Party Application if applicable.

8.1.6 API-CAT-Keys must only be used for CAT applications. The general API must not be used in CAT applications.

8.1.7 Customer is only permitted to use the Products in compliance with applicable laws. This also includes export control laws and regulations.

8.2 DeepL Pro Translator

In addition to Section 8.1, the following shall apply to the DeepL Pro Translator:

Customer shall not be allowed to access and control the DeepL Pro Translator through automated procedures which may cause an increased number (exceeding usual human behaviour) of requests to the DeepL Pro Translator.

8.3 API

In addition to Section 8.1, the following shall apply concerning the API:

8.3.1 Customer is solely responsible for the implementation of the API as well as the installation, operation and maintenance of Customer's Application, including compliance of Customer's Application with all applicable laws, regulations and other third party requirements.

8.3.2 Customer must comply with all technical requirements set out in the Service Specification and the Documentation. In particular, Customer must ensure that any Content is transmitted to the API in a valid data format and data encoding.

8.3.3 If the Customer provides an Application to Customer's End Users, the Customer must disclose to these End Users that any Processed Content displayed to the End Users without manual modification of Customer has been created using the API by either displaying the logo or the brand name (including the domain) of DeepL, unless expressly agreed upon otherwise. However, Customer must not express or imply that DeepL is responsible for the Processed Contents or that Customer acts on behalf of DeepL. Customer will cease any use of the DeepL logo and/or brand name on DeepL's request.

8.3.4 In the event that Customer uses the API within an Application which is distributed on third-party platforms (e.g., mobile apps), it is Customer's sole responsibility to comply with any and all requirements and terms of service of such third-party platforms.

8.3.5 In the event that a disclosure of access credentials to third parties is required for the contractually intended use of the API, Customer is solely responsible to take adequate and effective precautions to protect the access credentials from misuse or unauthorised access. In particular, access credentials may not be stored in configuration files in plain text and may not be transmitted over unencrypted public network connections.

8.3.6 Customer is obligated to adhere to any security precautions, functional and other limitations of the API. In particular, Customer must not bypass, remove, defeat, avoid, deactivate or otherwise circumvent protection or authentication mechanisms or misuse API methods for purposes other than those intended or expressly documented.

8.3.7 To the extent reasonable and technically possible, Customer must take precautions during the implementation of the Application using the API to ensure that Customer's Application will continue to work properly even if the API is not available, whether caused by DeepL's or Customer's fault.

8.3.8 Customer shall immediately inform DeepL if there are reasons to expect a significant increase in the number of API Requests for reasons such as an extraordinary surge in End Users, unusual marketing, promotions or other campaigns.

8.3.9 If DeepL provides a new version of the API, Customer shall implement the new version of the API into Customer's Application within a reasonable period of time from the announcement of the new API version, considering the extent of the changes, usual

development time in the industry and the justified interests of Customer, including the individual capacities of Customer.

8.3.10 The aforementioned clauses of Section 8.3 shall apply accordingly to the Free API.

8.3.11 If Customer uses the Free API, Customer shall not process any personal data with the API. In the event of a culpable violation by Customer, Customer will indemnify DeepL from all claims of third parties, including the necessary costs for legal defense as well as fines or other official or judicial orders and claims, which are asserted against DeepL as a result of the processing of personal data by Customer in violation of the Agreement. Section 8.1.4 applies accordingly.

9 Remuneration

9.1 If remuneration has been agreed upon, Customer shall pay the base remuneration as well as usage-based remuneration as stipulated upon conclusion of the Agreement.

9.2 All amounts shall be paid in full in the currency indicated on the invoice. The Customer shall bear all bank and transfer charges as well as any currency conversion costs (if any).

9.3 API Requests shall be billable in terms of Section 9.1 if (i) the API Request has been successfully transmitted using the API and (ii) there has been a valid API Response in accordance with the Documentation. Server errors shall be deemed as valid API Response only if they occur due to failures on Customer's side, including the use of incorrect, incompatible or insufficient Content or other use of the API which does not comply with the technical requirements set out in the Service Specification or Documentation provided by DeepL. Texts entered into the DeepL Pro Translator shall be billable in terms of Section 9.1 if translated and displayed in the DeepL Pro Translator.

9.4 All amounts are understood to include VAT, unless expressly specified as "netto" or "net".

9.5 Unless there is no different legal requirement, all invoices shall be made available to the Customer exclusively in a digital format (e.g., as PDF files sent by e-mail to the invoice e-mail address indicated by the Customer or available for download by the Customer on the website in the customer account).

9.6 For Products with a fixed base remuneration, the remuneration is due at the beginning of each billing period.

9.7 If the Customer chooses to pay by credit card or SEPA direct debit for Products with a variable remuneration (in particular when using the API), DeepL reserves the right to debit advance payments in the course of the billing period. A first advance payment is due as soon as the number of characters has exceeded a certain equivalent value. The value of the advance payment may vary between an amount of 10 EUR and an amount of 500 EUR (according to the respective Customer and his usage behaviour). The relevant equivalent value related to the subsequent prepayments will be based on the future usage of the Customer. At the end date of the billing period, the basic price as well as the outstanding usage-dependent payment will be due. The Customer will receive a monthly invoice.

9.8 If DeepL is not able to debit the due advance payment in accordance with Section 9.7, DeepL will block the access of the Customer to the Products. As soon as the debit is successful, DeepL will immediately restore the access.

9.9 DeepL reserves the right to block the access to the Products if the Customer has not paid any due fee after having been sent a written notification by DeepL (a notification sent by e-mail will suffice). If the Customer pays all outstanding claims, DeepL will without any delay, but at the latest within three (3) Business Days after the receipt of the entire payment by DeepL, restore the access of the Customer. Depending on the selected payment method, the following will apply additionally:

9.9.1 In case payments are made by invoice, DeepL will inform the Customer of the impending blocking after the due date and will request payment from the Customer. In case the payment is not made within a term of three (3) subsequent Business Days, DeepL will be entitled to block the access of the Customer. After the blocking, DeepL will send another payment request to the Customer in order to restore access.

9.9.2 In case DeepL is not able to debit the due payment for payments made by credit card or SEPA direct debit, DeepL will ask the Customer to update the agreed payment method or to provide a new payment method and will inform the Customer of the impending blocking. In case the debit continues to fail after the notification, DeepL is entitled to block access to the Products. After the blocking, DeepL will send another request to the Customer to provide a new payment method in order to restore access.

9.9.3 In case and to the extent that the Customer, in accordance with the applicable law, is obliged to withhold a certain amount related to taxes, duties, levies or similar (hereinafter referred to as the "**Withholding Tax**") from payment to DeepL and remit to the respective tax authorities, the amount payable by the Customer to DeepL will be increased by the amount due for the said Withholding Tax. Consequently, in each case, DeepL shall obtain from the Customer an amount corresponding to the amount the Customer would have had to pay in case such Withholding Tax is not applied. The Customer is obliged to withhold the Withholding Tax in the appropriate amount and in accordance with the requirements of the applicable law and to pay the said amount to the competent tax authorities. The Customer is obliged to provide DeepL with proof related to the proper withholding and corresponding payment of the due Withholding Tax. DeepL will reasonably cooperate with the Customer in order to determine whether the said deduction or withholding of Withholding Tax from the service provided by DeepL is or was required. If this is the case, to the extent permitted by law, DeepL will cooperate with the Customer in order to reduce the applicable Withholding Taxes and to assign to the Customer any claim for repayment of the Withholding Tax (if applicable).

10 Term and Termination of this Agreement

10.1 The Agreement is concluded for an indefinite period of time. Each Party may terminate the Agreement at any time with effect to the end of the current billing period.

10.2 If the Parties agree to a fixed term, the term shall be automatically extended by the agreed fixed term unless the Agreement is terminated.

10.3 The statutory right of termination for good cause remains unaffected.

10.4 DeepL reserves the right to restrict or suspend API features for other reasons than those specified in Section 3.2.4. In such case, DeepL shall inform Customer of the proposed changes with two months' prior notice in writing (e-mail sufficient). Furthermore, DeepL shall grant Customer a reasonable period of at least two (2) months to declare whether or not Customer accepts the proposed changes. If Customer does not give any notice within this period, which shall commence running from the receipt of the notification, the proposed changes shall be deemed as agreed. DeepL shall inform Customer of to this legal consequence, i.e., the right of objection, the objection period, and the implications of remaining silent. In the event Customer opposes the change within the term, the Agreement can be terminated by each party without complying with a term.

10.5 In the event

- a) of a severe, persisting, imminent or repeated material breach of these Terms and Conditions, in particular an obligation set forth in Section 8 or

- b) DeepL has factual indication of an automated use of the DeepL Pro Translator according to Section 8.2,

DeepL shall be entitled to temporarily suspend Customer's access to the Products upon prior written notice (e-mail sufficient).

Notwithstanding further rights under this Agreement, DeepL shall restore access within a reasonable period of time if the breach does not continue, is no longer imminent, or Customer has provided a binding statement that the breach will not be repeated. In the event of an act with fraudulent intent, DeepL is entitled to suspend Customer's access to the Products immediately and indefinitely. Customer is informed in writing (e-mail is sufficient). The suspicion of fraudulent intent is sufficient. Fraudulent intent lies in particular in the following cases:

- a) The e-mail address used for registration does not exist or is obviously not valid;

- b) The address does not exist or is invalid;

- c) Customer has registered several times in order to use the service free of charge or Customer still has open payments from other contracts;

- d) Customer uses a fraudulent, lost, stolen or blocked/inadmissible means of payment;

- e) Customer has contested or demanded the return of a payment without informing DeepL of a valid reason for contesting or demanding the return. The suspension of Customer's access will be upheld until Customer informs DeepL of a valid reason.

10.6 In case Customer violates the restrictions on using the API key in certain types of products (Section 8.1.6), utilizes Products with unlimited usage in a way in which they were not intended to (e.g., accessing the DeepL Pro Translator in an automatic way) or allows more Internal Users to utilize Products than licensed, DeepL reserves the right to disable the access and cancel the Agreement with immediate effect. In this case, Customer will be refunded fees already paid proportionally.

10.7 For Products with a maximum monthly usage cap, DeepL will only allow the contracted number of characters (as described in the Service Specification) to be translated within a billing period. Once the monthly usage limit is reached, Customer will no longer be able to use the Products, unless a Product with a higher number of characters has been purchased (if available).

10.8 Within the free trial period, Customer and DeepL are allowed to terminate the Agreement at any time with immediate effect.

10.9 If Customer exclusively uses free services, both Parties are entitled to terminate the Agreement at any time. Specifically, DeepL may terminate the Agreement if Customer has not used the free services for a longer period of time.

11 Right to withdraw from the contract

If the Customer is consumer in terms of Section 13 German Civil Code ("*BGB*") the following right of withdrawal for fee-based services applies (also available at https://www.deepl.com/pro-revocation.html   ):

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the Agreement.

To exercise the right of withdrawal, you must inform us (DeepL SE, Maarweg 165, 50825 Cologne, Germany, support@deepl.com) of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed of your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Model withdrawal form

To DeepL SE, Maarweg 165, 50825 Cologne, Germany, support@deepl.com:

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

— Ordered on (*)/received on (*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

(*) Delete as appropriate.

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12 Warranty ("Gewährleistung")

12.1 If Customer is a consumer pursuant to Section 13 German Civil Code ("*BGB*"), Customer is entitled to the statutory warranty rights.

12.2 If Customer is an entrepreneur pursuant to Section 14 German Civil Code ("*BGB*") DeepL only assumes the liability under chargeable subscriptions for the Products to the extent set out in the following provisions.

12.2.1 If the Products provided by DeepL are defective, DeepL shall provide an improved or new product of its choice within a reasonable term as of receiving a written complaint from Customer. If third-party software which DeepL has licensed from third parties is being used, procurement of publicly available upgrades, updates or patches shall be deemed sufficient.

12.2.2 Customer may reduce the agreed remuneration by a suitable amount if for reasons attributable to DeepL, the proper provision of services is not assured within a reasonable period of time set by Customer. The right to reduction is limited to the part of the services which is defective as compared to the monthly remuneration.

12.2.3 If the reduction as per Section 12.2.2 continues for two (2) consecutive months, or in two (2) months of a quarter, Customer may terminate the Agreement without notice.

12.2.4 Customer shall immediately inform DeepL of any occurring defects in writing (e-mail to support@deepl.com   sufficient).

12.2.5 Customer shall assist DeepL in rectifying the defects free of charge, in particular by providing DeepL with all required documents, data and other information required to analyse and correct the defects.

12.2.6 With respect to the provision of non-chargeable additional services, DeepL shall be solely liable for defects if DeepL has maliciously concealed ("*arglistig verschwiegen*") the defects.

13 Liability and Compensation

13.1 DeepL is liable in accordance with the following provisions.

13.2 DeepL is unlimitedly liable for deliberate acts and gross negligence by DeepL as well as by its representative or vicarious agents, for bodily injury, death or harm to health, in accordance with the legal provisions of the German Product Liability Act

("*Produkthaftungsgesetz*") as well as in the scope of a warranty expressly accepted by DeepL.

13.3 In case of a slight negligence, DeepL will only be liable in case of a breach of significant contractual obligations ("*vertragswesentliche Pflichten*"). In the said case, the liability of DeepL will be limited to the typical and foreseeable damage at the time the contract has been entered into. A significant contractual obligation within the meaning of this section corresponds to an obligation the fulfilment of which permits the proper performance of the contract in the first place and on the fulfilment of which the other party regularly relies and may rely.

13.4 In the case of Section 13.3, DeepL assumes no liability for lack of commercial success, lost profits, and indirect damages.

13.5 If Customer is an entrepreneur pursuant to Section 14 German Civil Code ("*BGB*") the Parties agree that the typical and foreseeable damage per year within the meaning of Section 13.3 is limited to the annual amount payable by Customer.

13.6 Any further liability by DeepL will be excluded.

13.7 The liability limitations mentioned above will apply accordingly to the employees, contractors and other various agents of DeepL.

14 Amendments

14.1 DeepL can modify and adapt the present Terms and Conditions with effect for the future in the event there is any valid reason for the modification and if the said modifications are reasonable considering the interests of both contracting parties. A valid reason especially exists in case of a significant disruption of the equivalence relationship of the Agreement which had been unforeseeable for DeepL at the date it entered into the Agreement, is required because of technical or legal modifications or in order to integrate new features which are additionally provided after having entered into the Agreement and which require contractual regulations. The modification of a major contractual obligation ("*Hauptleistungspflicht*") shall be excluded.

14.2 DeepL will submit the modified terms and conditions in text form to the Customer at least eight (8) weeks before they are planned to come into force and will make a separate reference to the new provisions and to the date of their entry. DeepL will grant the Customer a reasonable duration of time of at least eight (8) weeks in order to make the

declaration about whether the Customer accepts the amended terms and conditions for the further use of the Products. If no declaration is made within this period, which shall commence running from the receipt of the notification in text-form, the modified terms and conditions shall be deemed as stipulated. DeepL shall separately advise Customer at the commencement of the notice period as to this legal consequence, i.e., the right of objection, the objection period, and the consequences of a failure to object. In case the Customer objects to the modification within the said period, the Agreement may be terminated by either party without notice in the event the adherence to the agreement is unreasonable after having weighted the interests of both parties.

15 Complaints Procedure

The EU Commission provides an online platform for online settlements (OS platform). It can be accessed at https://ec.europa.eu/consumers/odr/   . DeepL is neither willing nor obliged to participate in a dispute settlement proceeding before a consumer arbitration board.

16 Final Provisions

16.1 Terms and conditions of Customer shall not be part of this Agreement, unless DeepL has expressly agreed in written form.

16.2 Amendments to this Agreement and any side agreements, including the Service Specification, the main body of this Agreement and any potential appendices, must be in written form. This also applies to a waiver of this written form clause.

16.3 Customer may only settle claims against DeepL or claim a right of retention if its counter claim is uncontested, subject of a legally enforceable final judgment or the counter claim is in a mutual relationship to the respective affected claim.

16.4 This Agreement shall be exclusively governed by the law of the Federal Republic of Germany excluding CISG and conflict of law provisions. In the event that Customer is consumer in terms of Section 13 German Civil Code ("*BGB*"), mandatory statutory consumer regulations according to the law of the country where the consumer has his habitual residence shall remain unaffected.

16.5 The exclusive legal venue for all disputes resulting from or in connection with this Agreement is Cologne, provided that the contracting parties are business people ("Kaufleute"), or that Customer has no general legal venue in Germany or in another EU

Member State, or its permanent residence has moved to a foreign country after these Terms and Conditions have entered into effect, or the residence or habitual domicile is not known at the time that the complaint was filed.

Last modified: January 2023

DeepL Pro Service Specification

1 API and Free API

The API and Free API are accessible through a REST interface. Request parameters are used to pass information to the API or Free API, results are returned in a suitable representation (e.g., JSON). Request parameters must be encoded in accordance with the documentation provided under https://www.deepl.com/docs-api.html   . Authentication is based on fixed keys, SSL handling transport security. The translate function provides the following functionality:

- **Text** - Text to be translated
    - Only text encoded in accordance with the documentation is supported.

- **Source language** - Language of the text to be translated. If this parameter is omitted, the API or Free API will make efforts to detect the language of the text. Currently, the following languages are supported:
    - BG (Bulgarian)

    - CS (Czech)

    - DA (Danish)

    - DE (German)

    - EL (Greek)

    - EN (English)

    - ES (Spanish)

    - ET (Estonian)

    - FI (Finnish)

- FR (French)

- HU (Hungarian)

- ID (Indonesian)

- IT (Italian)

- JA (Japanese)

- KO (Korean)

- LI (Lithuanian)

- LV (Latvian)

- NL (Dutch)

- NO (Norwegian)

- PL (Polish)

- PT (Portuguese)

- RO (Romanian)

- RU (Russian)

- SK (Slovak)

- SL (Slovenian)

- SV (Swedish)

- TR (Turkish)

- UK (Ukrainian)

- ZH (Chinese)

- **Target language** - The language into which you want to translate can be one of the following:
  - BG (Bulgarian)

- CS (Czech)

- DA (Danish)

- DE (German)

- EL (Greek)

- EN-GB (British English)

- EN-US (American English)

- EN (English) (unspecified variant for backward compatibility; please select EN-GB or EN-US instead)

- ES (Spanish)

- ET (Estonian)

- FI (Finnish)

- FR (French)

- HU (Hungarian)

- ID (Indonesian)

- IT (Italian)

- JA (Japanese)

- KO (Korean)

- LI (Lithuanian)

- LV (Latvian)

- NL (Dutch)

- NO (Norwegian)

- PL (Polish)

- PT-PT (Portuguese) (all Portuguese varieties excluding Brazilian Portuguese)

- PT-BR (Brazilian Portuguese)

- PT (Portuguese) (unspecified variant for backward compatibility; please select PT-PT or PT-BR instead)

- RO (Romanian)

- RU (Russian)

- SK (Slovak)

- SL (Slovenian)

- SV (Swedish)

- TR (Turkish)

- UK (Ukrainian)

- ZH (simplified Chinese)

The translate function returns the following representation of the processing result:

- **Detected source language** - The language which has been detected for the source text.

- **Text** - The translated text.

The API and Free API are designed to translate at least 600 characters per minute and per Customer; exceeding use may be limited, and Customers may encounter a 429 "Too Many Requests" error message, as described in the documentation.

Applications using the API or Free API should implement a mechanism to handle such responses accordingly and, if appropriate, to try again later. A mechanism increasing the delay for another request exponentially is recommended.

The API and Free API allow Customer to translate whole documents. Ability to translate documents is subject to the ability of the API or Free API to correctly read and translate

the documents, which can't be guaranteed.

Requirements and limitations for document translation:

- File formats and file size API
    - .docx - up to 20 MB
    - .pptx - up to 20 MB
    - .html - up to 5 MB
    - .pdf - up to 10 MB
    - .txt - up to 1 MB

- **Number of characters** - Up to 1.000.000

- File formats and file size Free API
    - .docx - up to 10 MB
    - .pptx - up to 10 MB
    - .html - up to 5 MB
    - .pdf - up to 10 MB
    - .txt - up to 1 MB

- **Number of characters** - Up to 1.000.000

For document translations, a minimum of 50,000 characters per document is charged.

2 DeepL Pro Translator

The DeepL Pro Translator offers a service accessible by Customer using their DeepL Pro access credentials. Access can be via a website or Microsoft Windows or MacOS application. The service allows to input texts and receive their machine translations. As the DeepL Pro Translator uses the API for translating, it supports the set of source and target languages as described in Section 1 of the Service Specification.

Within DeepL Pro Translator, Customer's texts and their translations are stored only as long as necessary to create the translation and return it to Customer (as described in Section 3.1.2 and 3.1.3 of the Terms and Conditions).

DeepL Pro Translator can process translation requests more slowly or temporarily suspend the access to the Products on a case-by-case basis if the length of the entered texts significantly exceeds the normal and reasonable use (starter: 2 million characters per month, Advanced: 5 million characters per month, Ultimate: 10 million characters per month) and therefore the availability of the services to all Customers of DeepL is affected.

In addition, browsers, their JavaScript execution environment, and the HTTP transmission techniques used impose technical limits. The DeepL Pro Translator will try to notify the Internal User about exceeding these limits and warn about possible performance issues.

The DeepL Pro Translator allows Customer to translate whole documents. Ability to translate documents is subject to the ability of the DeepL Pro Translator to correctly read and translate the documents, which can't be guaranteed.

Requirements and limitations for document translation:

- File formats and file size
    - .docx - up to 10 MB

    - .pptx - up to 10 MB

    - .html - up to 5 MB

    - .pdf - up to 10 MB

    - .txt - up to 1 MB

- Number of characters - Up to 1,000,000

- Number of files - Depending on the DeepL package you have subscribed to, you can translate different numbers of documents per month. You can find an overview here: https://www.deepl.com/pro.html   . The number of the files varies between the use of the website and the desktop applications.
    - Website - You can have one file translated for each translation process. You will not be able to select several files at the same time.

- **Desktop applications** - You can have several files translated for each translation process. The files can be written in different source languages (as long as the said languages are supported by DeepL Translator). However, you are able to select only one target language for translation.

- **Transferability of quotas** - Monthly quotas may not be carried over to subsequent months.

- **Transferability to other users** - In the case of Single-User Licenses, quotas cannot be transferred to other Internal Users. Within the framework of a team license, a total quota can be set up for the entire team.

English ⌄

DeepL

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