

Major Product Category- Utility and device driver software (UNSPC Code:- 43233400)				<u>GeM3.0</u>
Product Name - Language Localization Software Solution (UNSPC Code:- 43233402)				
S.No	KEY	TYPE	RESTRICTIONS	PARAMETERS
BASIC INFORMATION				
1	Types of Software	Enumerable	Language Localization Software Solution	Golden
2	Scope of Supply	Enumerable	1. Language Localization Software 2. Technical Support; 3. Service Support	Golden (Multiselect)
3	Platform type	Enumerable	Desktop based, Server based, Web based, Client- Server Application based, Hosted Service based	Golden (Multiselect)
4	Deployment option	Enumerable	1. On Site/Premise of Buyer 2. On Hosted Service of OEM	Golden
5	OEM Model / Part No.	Text		Mandataory
6	Software Description	Text		Mandataory
7	Software Version	Text		Mandataory
8	Date of Launch of Version	Text		Mandataory
9	Localisation Framework/ Tool available in the offered product	Enumerable	Localization Framework for Data, PDF Localization Tool, Localization Framework for Code, Localization of Desktop Applications, Website, Web Application, Web Portal, Mobile App Localization, Others	Golden (Multiselect)
10	If others, in above parameter then indicate available tool	Text		Mandataory

11	Whether the offered product is Make in India	Boolean	Yes, No	Filter
11	If Yes, Percentage of Local	Measurable		Mandataory
SCOPE OF LICENCE				
1	Types of Licence	Enumerable	Perpetual, Subscription, NA	Golden (Multiselect)
2	Type of Perpetual Licence	Enumerable	<p>1. Enterprise-wide: Perpetual license covered for the entire Entity/Organization/Department.</p> <p>2. Domain Wide: Perpetual licence covered for all projects/initiatives of the entire domain wide (Unlimited Domains);</p> <p>3. Project/Initiative Wide: Perpetual licence covered for a defined number of projects/initiatives;</p> <p>4. NA</p>	Golden
3	If Project/Initiative Wide, Number of Projects Covered by the Licence	Enumerable	Limited; Unlimited; NA	Golden
4	If Limited, then Indicate Number of Projects Supported (Hint : Select '0' if not applicable)	Numeric	$N \geq 0$	Golden
5	If Subscription Based, Duration of Subscription (in months) (Hint : Select '0' if not applicable)	Measurable	Range: 0 - 60 (Unit : months)	Golden
6	If Subscription Based, Number of Words Covered by the Licence	Enumerable	Limited; Unlimited; NA	Golden

7	If Limited, then Indicate Number of Words (Hint : Select '0' if not applicable)	Numeric	N>=0	Golden
FEATURE AND FUNCTIONALITY				
1	Features available in the offered product are	Enumerable	<p>1. Multilingual Search Feature;</p> <p>2. Machine Translation for Content Localization;</p> <p>3. Self Learning Capability in the product;</p>	Golden
2	Source Languages Supported	Enumerable	Assamese, Bengali, Bodo, Dogri, Gujarati, Hindi, English, Kannada, Kashmiri, Konkani, Maithili, Malayalam, Manipuri, Marathi, Nepali, Oriya, Punjabi, Sanskrit, Santhali, Sindhi, Tamil, Khasi, Mizo, Telugu and Urdu.	Golden (Multiselect)
3	Languages Supported in Machine Translation for Content localization	Enumerable	Assamese, Bengali, Bodo, Dogri, Gujarati, Hindi, English, Kannada, Kashmiri, Konkani, Maithili, Malayalam, Manipuri, Marathi, Nepali, Oriya, Punjabi, Sanskrit, Santhali, Sindhi, Tamil, Khasi, Mizo, Telugu and Urdu.	Golden (Multiselect)

4	Languages Supported in Transliteration for Content localization	Enumerable	Assamese, Bengali, Bodo, Dogri, Gujarati, Hindi, English, Kannada, Kashmiri, Konkani, Maithili, Malayalam, Manipuri, Marathi, Nepali, Oriya, Punjabi, Sanskrit, Santhali, Sindhi, Tamil, Khasi, Mizo, Telugu and Urdu.	Golden (Multiselect)
5	Indicate number of characters in a sentence defining for response time, Translation speed & Transliteration speed	Numeric	100-150	Golden (Higher is better)
6	Translation speed of the offered product in terms of TPS (Transaction Per Second) Hint:- Transaction means number of sentence as defined above	Numeric	1-10000	Golden(Higher is better)
7	Transliteration speed of the offered product in terms of TPS (Transaction Per Second) Hint :- Transaction means number of sentence as defined above	Numeric	100-40000	Golden(Higher is better)
8	Response Time for Translation per Sentence (in Milli Seconds)	Numeric	1-1000	Golden (Lower is better)
9	Response Time for Transliteration per Sentence (in Milli Seconds)	Numeric	1-30	Golden (Lower is better)
10	Provision to Indic Keypad	Enumerable	Desktop, Web, Mobile	Filter (Multiselect)
11	Provision for integration with	Enumerable	SMS, Email gateway, API/Web Service , Client application software	Golden (Multiselect)
12	Any other features	Text		Mandataory

SCOPE OF TECHNICAL SUPPORT

1	Technical Support Features	Enumerable	<ul style="list-style-type: none"> 1. Software Upgradation, Updatation, Patches, Bug Fixes and Repair of known Issues; 2. Troubleshooting of Software Malfunctions; 3. Remote (via Telephone, Email, Video Calling, etc.) Support beyond L1; 4. Support from Monday through Friday from 9:30 AM to 6:00 PM IST (Except Vendor Holidays) 5. 24 x 7 Hour Support 6. NA 	Golden (Multi Select)
2	Period of Technical Support	Measurable	Range: 0 - 60 (Unit : months)	Golden
3	Response Time for Technical Support Level Commitment for High Severity Priority Issue (P1) (Maximum in Hours)	Measurable	Range: 1 - 60	Golden (Unit Hours)

5	Penalty for Non Adherence to P1 Response Time of Technical Support Value (Maximum 5 % of Technical Support Value)	Enumerable	0.05 % per Hour, 0.1 % per Hour	Mandatory
4	High Severity Priority Issue, P1 Consists of	Enumerable	<ol style="list-style-type: none"> 1. Any fault which causes failure of a critical feature 2. Significant loss of visibility of application performance or irreparable loss of data within the application (such as connectivity to the host server) 3. Customer declared critical issue with the concurrence of customer and vendor management 4. Any fault that keeps the system from meeting significantly documented standards or performance specifications 5. Any fault that keeps the system from meeting regulatory and safety standards 6. Discovery of application bug with NO short-term workaround 	Mandatory (Select All)
6	Response Time for Technical Support Level Commitment for Medium Severity Priority Issue (P2) (Maximum in days)	Measurable	Range: 1 -3	Golden (Unit Days)
8	Penalty for Non Adherence to P2 Response Time of Technical Support Value (Maximum 3 % Technical Support Value)	Enumerable	0.25 % per Day	Mandatory

7	Medium Severity Priority Issue, P2 Consists of	Enumerable	1. Any fault which causes failure of a non-critical feature of the application 2. Application is running at a degraded capacity with potential risk of losing critical data	Mandatory (Select All)
9	Response Time for Technical Support Level Commitment for Low Severity Priority Issue (P3) (Maximum in days)	Measurable	Range: 1 -5	Golden (Unit Days)
11	Penalty for Non Adherence to P3 Response Time of Technical Support Value (Maximum 2 % Technical Support Value)	Enumerable	0.25 % per Day	Mandatory
10	Low Severity Priority Issue, P3 Consists of	Enumerable	1. Loss of administrative capabilities (non-P1/non-P2) 2. Loss of full feature functionality (non-P1/non-P2) 3. Discovery of application bug with a short-term workaround 4. Any remote upgrade or support not associated with resolution of a P1 or P2 issue	Mandatory (Select All)

SCOPE OF SERVICE SUPPORT

1	Service Support Features	Enumerable	<ol style="list-style-type: none"> 1. Complete Delivered Target Text (no omissions or additions are permitted); 2. Faithful, Accurate and Consistent Rendering of the Source Text in Target Text; 3. Consistent Terminology and Lexis Used Throughout the Text and with any Relevant Reference Material; 4. Clarity in the Target Text; 5. No Syntactical, Spelling, Punctuation, Typographical or other Grammatical Errors in Target Text; 6. Maintenance of Original Formatting (including codes and tags if applicable); 7. Will Follow Specific Instructions given by the Authorizing Department (whenever this is the case); 8. Scrupulous Respect of Agreed Deadline; 9. Curation/Proof Reading and Vetting of the Machine Translated Content; 10. Domain specific corpus build up and sharing with the buyer (onsite implementation); 11. Training of software engines for specific domains; 12. Translate Infographics Content and Deliver in plain text format; 13. Support of OEM, incase Vendor is a Reseller 14. Recorrection by the Vendor, if any mistake found out by the Buyer. 13. NA 	Golden (Multiselect)
2	Period of Service Support	Measurable	Range: 0 - 60 (Unit : months)	Golden
3	Languages to be Localized		Assamese, Bengali, Bodo, Dogri, Gujarati, Hindi, English, Kannada, Kashmiri, Konkani, Maithili, Malayalam, Manipuri, Marathi, Nepali, Oriya, Punjabi, Sanskrit, Santhali, Sindhi, Tamil, Khasi, Mizo, Telugu	Golden (Multiselect)

4	Account Unit of Service Support in Term of Number of Words for Proof Reading and Editing	Numeric	5000	Golden
5	Total Turnaround Time for the Total Ordered Quantity	Measurable	N >= 0	Golden (Days)
	Availability of Service Support	Enumerable	Yes, No, NA	Golden
7	Read and Understood the Service Support SLA	Enumerable	Yes, NA	Golden
6	Compliance to Service Support	Enumerable	Yes, NA	Golden
SCOPE OF INSTALLATION				
1	Installation Scope		Installation; Integration; Configuration; End to End Workflow Implementation; NA	Golden (Multi Select)
RECOMMENDED HARDWARE REQUIREMENT PARAMETER FOR ON-PREMISE DEPLOYMENT				
1	Number of servers required	Text		Mandataory
2	CPU required	Text		Mandataory
3	Operating Systems supported	Text		Mandataory
4	Storage Requirement (in GB)	Text		Mandataory
5	Supported Web Browsers	Text		Mandataory
6	Any Specific, hardware component required to enhance performance and accuracy ?	Text		Mandataory

GENERIC PARAMETERS

1	Free Upgradation to Higher	Enumerable	YES	Filter
2	Valid Licence copy to be provided	Enumerable	YES	Filter
3	Software supplied through	Enumerable	Media,URL Link,Media & URL Link,Pre-loaded	Filter
4	Security Certification from Cert-In	Text		Mandataory
5	Training Options	Enumerable	On-Site, Virtual, Training Material	Golden (Multiselect)
6	No. of days Training Provided	Enumerable	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10	Golden
7	Hyper link to Data sheet	Text		Mandataory
8	No of Software sold	Numeric	0-10000	Filter
9	Number of Software deployment/Installed in Govt. Department from OEM	Numeric	0-1000	Filter
10	Details of Government Department email, phone no. of concerned authority where Software installed for above	Text		Mandataory

SLA FOR SERVICE SUPPORT

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1. AGREEMENT OVERVIEW

This agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the Client/Buyer/Customer and the Language Service Provider/Seller/Company.

The purpose of this agreement is to facilitate implementation of any of the language service related to OEM products procured separately from GeM.

This agreement outlines the scope of work, stakeholder’s obligation and General Terms & Conditions of all services covered as part of the agreement.

The agreement remains valid until superseded by a revised agreement.

2. OBJECTIVE & GOALS

The objective of this agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of language localization services to Client/Buyer/Customer by Service Provider/Seller/Company. The goals of this agreement are to:

- i) Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- ii) Present a clear, concise and measurable description of service provision to the Client/Buyer/Customer.
- iii) Establish Terms and Conditions for all the involved stakeholders.
- iv) To ensure that both parties understand the consequences in case of termination of services, due to any of the stated reasons.
- v) The agreement may be modified, if necessitated. Thus, the agreement will act as a reference document that both the parties have understood the aforementioned terms and conditions and have agreed to comply by the same.

3. STAKEHOLDERS

Following are the stakeholders associated with this agreement:

- i) Service Provider/Seller/Company
- ii) Client/Buyer/Customer

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms & penalties in case if non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood this agreement before signing the SLA.

4. SERVICE SCOPE

The COTS Localization Solution either for onsite deployment or subscribed on cloud (which can be procured separately) assisted language services w.r.t. translation, transliteration of written/electronic content/material to and from maximum of all Scheduled Languages offered through this agreement.

4.1 Translation

Translation is the process of interpreting text from one source language into the targeted languages and refers to translation of written/electronic, multi-media content/material, websites. Content/Materials include, but are not limited to; business, legal, medical, mechanical, financial, educational, certificates, publication house, and personal documents.

Service Provider/Seller/Company shall offer COTS Localization Solution either for onsite deployment or subscribed on cloud (which can be procured separately) assisted translation for a wide array of all schedule languages. They shall provide as per defined service levels for all kinds of Language Translation. Based on user's requirement, Service Provider/Seller/Company shall provide adequate resources (tools, software and manpower) with appropriate competency.

Source and target document in the COTS Localization Solution either for onsite deployment or subscribed on cloud (which can be procured separately) assisted Translation would include Electronic Document to Electronic Document.

4.2 Transliteration

COTS Localization Solution either for onsite deployment or subscribed on cloud (which can be procured separately) assisted transliteration refers to the method of mapping from one system of writing to another based on phonetic similarity. With this tool, you type in source language letters (e.g. a, b, c, etc.), which are converted to characters that have similar pronunciation in the target language. For example, in Hindi transliteration, you can type in "namaste" to get "नमस्ते", which sounds like "namaste".

4.3 Languages

The source and target Languages that Service Provider/Seller/Company shall do Translation/Transliteration are on the base of language zones:

- Hindi
- Urdu
- English
- East Zone (Odia, Bengali, Maithili, Sanskrit, Santali)
- West Zone (Gujarati, Marathi, Konkani)
- North Zone (Punjabi, Dogri, Kashmiri, Sindhi)
- North East Zone (Assamese, Nepali, Bodo, Manipuri)
- South Zone (Telugu, Kannada, Malayalam, Tamil)

4.4 Domain Specific

Domain specific source documents to be translated to target languages should be handled by Domain specific experts, if required & agreed upon, for example, Administrative, Legal, Tourism, Health, Agriculture, Information Technology, etc.

Service Provider/Seller/Company will provide domain specific experts for such translation requirements of the Client/Buyer/Customer, if any.

5. CLIENT/BUYER/CUSTOMER'S RESPONSIBILITIES

- i) The Client/Buyer/Customer should share the appropriate data, document, or content error-free in any of the acceptable formats agreed between the Client/Buyer/Customer and Service Provider/Seller/Company. The list of indicative file formats are specified at Annexure I.
- ii) In case of translation/transliteration requirement for any Video Content, the Client/Buyer/Customer may have to go for manual execution, on mutually agreed terms, through the domain specific experts.
- iii) The Client/Buyer/Customer shall ensure that the data, document and/or content for localization are shared with Service Provider/Seller/Company promptly within a week, if appropriate and feasible, from the date of placement of order.
- iv) The Client/Buyer/Customer agrees that preparing localization of glossary of words and phrases should be approved by the Client/Buyer/Customer before start of delivery of the assignment. The Client/Buyer/Customer shall approve, if appropriate and feasible, within two (2) business days from the date of receipt of the localized glossary of words and phrases.
- v) The Client/Buyer/Customer should sign off or revert with comments on the deliverables submitted by the Service Provider/Seller/Company within a week else the same shall be deemed accepted.

Note: The Client/Buyer/Customer hereby represents and warrants that the requested language services are for lawful purposes only. The Client/Buyer/Customer further represents and warrants not to use the language services or the Translation to translate any source material that includes but are not limited to defamatory, obscene, stolen, or any other unlawful material and/or confidential, proprietary, trademark or copyrighted information, belonging to a third party, without the express written authorization of the rightful owner of the proprietary information.

6. SERVICE PROVIDER/SELLER/COMPANY'S RESPONSIBILITIES

- i) Service Provider/Seller/Company shall localise the data, document or content provided to it by the Client/Buyer/Customer through its COTS Localization Solution either for onsite deployment or subscribed on cloud (procured separately by the buyer).
- ii) Service Provider/Seller/Company shall take reasonable efforts to help integrate the onsite deployment and integration of COTS Localization Solution with the Client/Buyer/Customer's application environment.
- iii) Service Provider/Seller/Company shall take reasonable efforts to deliver the Deliverables within the agreed timelines.
- iv) Service Provider/Seller/Company shall maintain the format of the data, document or content, its accuracy and context upon receiving such data, document or content from the Client/Buyer/Customer.
- v) Service Provider/Seller/Company shall ensure it delivers the deliverables with high level of accuracy.
- vi) Service Provider/Seller/Company shall render its support for changes, if any, with respect to the localized data, document, or content delivered within one (1) month post-delivery.

- vii) Service Provider/Seller/Company shall render its localization services over a period, if specified contracted appropriately, with respect to the localized data, document, or content delivery.
- viii) Service Provider/Seller/Company shall indicate and revert to its Client/Buyer/Customer, in case of any inadvertent error or loss of context detected with the data, document or content provided for localization activity by its Client/Buyer/Customer.

7. SPECIAL TERMS AND CONDITIONS, QUALITY/ACCURACY REQUIREMENTS

The translations delivered should be as per defined SLA based on this standard guiding SLA document. It's the obligation of the Service Provider/Seller/Company to put extra efforts to meet Client/Buyer/Customer's requirements without any additional cost to the Client/Buyer/Customer.

Service Provider/Seller/Company must ensure that:

- i) the delivered target text is complete (no omissions or additions are permitted);
- ii) the target text is a faithful, accurate and consistent rendering of the source text;
- iii) the terminology and lexis used are consistent throughout the text and with any relevant reference material;
- iv) sufficient attention has been paid to the clarity of the target text;
- v) the target text contains no syntactical, spelling, punctuation, typographical or other grammatical errors;
- vi) the formatting of the original has been maintained (including codes and tags if applicable);
- vii) any specific instructions given by the authorizing department – whenever this is the case – are followed and the agreed deadline is scrupulously respected.

8. PRICE OFFERED BY THE SERVICE PROVIDER/SELLER/COMPANY

The Rates for the Language Service shall be in INR for the minimum committed volume of words based on the system generated output on the original documents given/assigned by the Client/Buyer/Customer.

9. PAYMENT SCHEDULE

The payment will happen weekly, monthly, quarterly, or annually as per the Service Order. The seller and Client/Buyer/Customer would help monitor each other on the actual words translated in the selected time period and the billing would be accordingly generated as per actual work done during that billing cycle. During the ordering phase the seller and Client/Buyer/Customer will agree on an acceptable monitoring mechanism.

10. INTELLECTUAL PROPERTY RIGHT (IPR)

The ownership, rights and interests over the intellectual property rights of the localization solution shall at all times be with Service Provider/Seller/Company. The ownership, rights and interests over the intellectual property rights on localised data, document or content, for which

fees have been paid for the localization, shall at all times be with the Client/Buyer/Customer, However, the localized glossary of words and phrases subsumed with the language localization software solution repository (i.e. strengthening the domain specific localised corpus helping subsequent users expedite the localization process) in the process of localization gives rights to the Service Provider/Seller/Company for further usage/consumption.

- i) This agreement does not contemplate the transfer of any rights, copyright, patent or any other intellectual property rights used in the language localization software solution or its documentation to the Client/Buyer/Customer.
- ii) Service Provider/Seller/Company shall maintain the confidentiality of the Client/Buyer/Customer data, documents and content. If required, there could be a Non-Disclosure Agreement (NDA) between both the parties.
- iii) Licenses or subscriptions of the product (Language Localization Software Solution), if any, procured by Client/Buyer/Customer for onsite deployment or otherwise would be as per its respective terms and conditions detailed separately under the product.

11. **BREACH OF CONTRACT**

The following conditions shall specify breach of contract and Client/Buyer/Customer shall have right to immediately terminate the contract:

- i) Cumulative penalties reach 10% of the contract value
- ii) Breach of more than 3 SLAs given under “**Penalties**” lower than defined lower performance in this agreement.

12. **PENALTIES**

- i) Penalties for a specific milestone shall be capped at 5% of bill generated for that particular milestone.
- ii) If more than 3 SLA is breached in the contract period then same shall be treated as a breach of contract and Client/Buyer/Customer will have full rights to terminate the contract after giving a notice as per GTC.

13. **PENALTIES FOR BREACH OF SLA**

Service levels shall be measured in terms of timely delivery of deliverables, timely correction of errors as highlighted by Client/Buyer/Customer and timely provisioning of language experts and maintenance of localized content.

S.No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for Breach
1	Completion of Delivery of milestone within committed timelines and in the format, as agreed by the seller Completion will be considered	On Time	Within 2 Days of scheduled date	2% per week of delay

	upon acceptance of delivered content by Client/Buyer/ Customer, after applicable corrections			
2	Accuracy of submitted first level deliverable by seller.	95%	94%	0.5% per instance
3	Completion of rectification of errors as highlighted by Client/Buyer/Customer	2 days	4 days	0.5% per day of delay
4	Breach in Confidentiality	Zero	NA	Termination with penal action
5	Cumulative penalty	NA	NA	10% of contract value

In case of successive breaches of service levels for two or more milestones, the Client/Buyer/Customer shall be entitled to issue show cause notice to Seller to seek an explanation as to their non-performance

The Client/Buyer/Customer may also call in a Steering Committee meeting when Seller must explain the action taken to prevent such recurrences in future. This is without prejudice to other rights of Client/Buyer/Customer.

The rights of the Client/Buyer/Customer mentioned above shall not prejudice or limit the rights and other remedies available to the Client/Buyer/Customer by law.

14. LIMITATION OF LIABILITY

- i) Service Provider/Seller/Company shall not be liable to the Client/Buyer/Customer for any indirect, incidental or consequential loss, liability, damage, costs, claims or expenses from or connected with or arising out of or under this engagement.
- ii) Service Provider/Seller/Company's entire and collective liability arising out of or relating to this contract, including without limitation on account of performance or non-performance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort (including, without limitation, negligence), statute or otherwise, shall in no event exceed the amounts paid to Service Provider/Seller/Company under this contract.

15. FORCE MAJEURE

- i) The Client/Buyer/Customer agrees that Service Provider/Seller/Company shall not be liable for liquidated damages or termination for default, if to the extent, its delay in performance or other failure to perform its obligations under the contract is as a result of an event of force majeure.
- ii) Force Majeure means an event beyond the control of Service Provider/Seller/Company or the Client/Buyer/Customer and not involving fault or negligence not foreseeable by or beyond the control of either party. Events also include the state incapacitated by such events that include, but are not restricted to, acts in its sovereign or contractual capacity, due to wars or rebellion, strikes, fires, floods, epidemics, quarantine restrictions and freight embargoes etc.

Supported File Formats:

Microsoft Office	Open Office	Hypertext	Localization	Desktop publishing	Interchange Formats	Others
DOCX	ODT	HTML	SDLXLIFF	MIF	CSV	TXT
XLSX	OTT	XHTML	XLIFF	IDML	TSV	PROPERTIES
PPTX	ODS		PO	ICML	XML	RESX
	OTS		TTX	DITA	DTD	STRINGS
	ODP				JSON	SRT
	OTP				YAML	WIX