

SMARTLING, INC.
ADDENDUM FOR SERVICE LEVEL AGREEMENT

THIS ADDENDUM IS HEREBY MADE PART OF THE MASTER SERVICES AGREEMENT. BY ACCEPTING THIS ADDENDUM, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS ADDENDUM, CUSTOMER AGREES TO THE TERMS OF THIS ADDENDUM.

This Addendum was last updated on August 31, 2014. It is effective between Customer and Smartling as of the date of Customer accepting this Addendum.

1. DEFINITIONS

“**Monthly Uptime**” is calculated by subtracting from 100% the percentage of minutes during the calendar month in which a particular Software Service was Unavailable. Monthly Uptime measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusions.

“**Service Commitment**” is set forth on the Order Form and applies separately to each Software Service.

“**Service Credit**” is a financial credit, calculated as set forth in Section 2.3.

“**Unavailable**” and “**Unavailability**” are defined on the Order Form and apply separately to each Software Service.

2. SERVICE COMMITMENTS AND CREDITS

2.1. Measurement. Smartling will measure external connectivity using a reputable third-party monitoring service. Upon written request and not more than once each calendar month, Smartling will provide Customer with reports from the third-party monitoring service to substantiate the Monthly Uptime.

2.2. Service Commitment. Section 3.1(c) of the Master Services Agreement is hereby replaced with the following: “(c) ensure the Monthly Uptime for a Software Service is no less than the Service Commitment for such Software Service.” In the event that the Monthly Uptime for a Software Service is less than the Service Commitment, and Customer has an active subscription to that Software Service, Customer will be eligible to receive a Service Credit as described in this Section 2.

2.3. Calculation of Service Credits. Service Credits are calculated as the Service Commitment less the Monthly Uptime, multiplied by the total charges paid by Customer (excluding one-time payments such as set-up payments) for the Software Service that was Unavailable for the calendar month in which the Unavailability occurred, up to a maximum of 20% of said charges.

2.4. Service Credit Requests. To receive a Service Credit, Customer must submit a claim by emailing accounting@smartling.com. Smartling must receive the credit request by the end of the calendar month after which the incident occurred and must include the words “SLA Credit Request” in the subject line. Customer’s failure to provide the request as required in this Section 2.4 will disqualify Customer from receiving a Service Credit.

2.5. Application of Service Credits. Smartling will apply any Service Credits only against future Software Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Smartling. Unless otherwise provided in the Agreement, Customer’s sole and exclusive remedy for any unavailability, non-performance, or other failure by Smartling to provide a Software Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Section 2.