

SERVICE LEVEL AGREEMENT

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: (a) planned downtime (for which Smartling shall make good faith efforts to give at least 48 hours electronic notice); and (b) any unavailability caused by circumstances beyond Smartling’s reasonable control, including without limitation, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Smartling employees), Internet service provider failure or delay, Non-Smartling Application, denial of service attack, or errors or omissions in the Customer Data.

“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 2.2.

2. SERVICE CREDITS

2.1. Service Credit Eligibility. 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.

2.2. 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.

2.3. Service Credit Requests. To receive a Service Credit, Customer must submit a claim by emailing servicecredit@smartling.com. Smartling must receive the credit request within 60 days after the calendar month in which the incident occurred and must include the words “SLA Credit Request” in the subject line.

2.4. Application of Service Credits. Smartling will apply any Service Credits against future Software Service payments otherwise due from Customer. If no future Software Service payments are due from Customer, Smartling will refund Customer in the amount of the Service Credits. Except as set forth herein, 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.

3. SUPPORT OF THE SOFTWARE SERVICES

3.1. Reporting of Errors. Customer shall report deviations in the performance of the Software Services from the User Guide (“Errors”) to Smartling via the Internet-based application provided by Smartling for reporting Errors and the correction thereof (the “Issue Tracking System”). If the Issue Tracking System is unavailable, Customer may report Errors to Smartling via email or by other reasonable means. Smartling may, in its reasonable discretion, reject an Error report if it is not complete or reproducible.

3.2. Classification of Errors. Smartling shall, upon receipt of a complete and reproducible Error report (the time of such receipt constituting the “Report Time”), reasonably assign to it a severity level based on the degree to which it causes the Software Services to deviate from the User Guide. Smartling shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the severity levels and applicable response targets referenced below.

3.3. Severity Levels and Correction Targets.

Critical Severity. An essential, public-facing component of the Software Services is in material non-compliance with the User Guide. The response target is within 30 minutes of the Report Time, and the correction target is within four hours of the Report Time, 24 hours a day, seven days a week.

High Severity. An essential, internal-facing component of the Software Services is in material noncompliance with the User Guide. The correction target is within eight Support Hours (“Support Hours” meaning Monday through Friday, 10:00 am to 6:00 pm U.S. Eastern Time, excluding U.S. Federal holidays) of the Report Time.

Medium Severity. Any other essential component of the Software Services is inoperative, and no workaround exists. The correction target is within 24 Support Hours of the Report Time.

Low Severity. Any other Error. The correction timeframe will be mutually agreed upon by the parties.

3.4. Customer Success Manager. Smartling will designate a “Success Manager” for Customer’s account. Customer’s Success Manager will assist Customer with finding appropriate references in the User Guide, coordinate between Customer and Smartling personnel to facilitate support and other Services and provide commercially reasonable periodic business reviews as agreed between Smartling and Customer. Customer understands and agrees that its requests may require Success Managers to perform billable Professional or Language Services, or to refer Customer to other Smartling personnel to perform billable Professional or Language Services. Smartling will notify Customer if any request will require any such billable Services by email and the prices therefor, and Customer agrees that its assent to such Services by email will constitute agreement to pay for such Services as set forth in the other Service Schedules attached hereto.

4. Language Services Performance Standards

4.1 Translation Satisfaction Guarantee. Smartling will adhere to industry best practices and Customer’s specifications as detailed in Customer’s linguistic assets or specific instructions otherwise provided. If Customer identifies and reports a specific inaccuracy in any job, Smartling will remedy the inaccuracy in that job at no additional cost. Customer must report any inaccuracy to Smartling in writing within thirty (30) days of performance to receive remedies under this paragraph. Except as otherwise expressly provided, reperformance under this paragraph is Customer’s sole and exclusive remedy for any inaccuracy in any Translation Service.

4.2 Translation Turnaround Guarantee. Smartling Language Services will abide by the indicative turnaround times specified in Smartling’s standard service policies for 95% of authorized translation source words (the “SLS Service Level”). For late translations below the SLS Service Level, Smartling will credit Customer 10% of the cost of words translated late against future charges, if any. Customer must report any failure to meet the SLS Service Level

to Smartling in writing within thirty (30) days of performance to receive remedies under this paragraph. Except as otherwise expressly provided, credits under this paragraph are Customer's sole and exclusive remedy for any late Translation Service.