

SMARTLING, INC.
ADDENDUM FOR TRANSLATION SERVICES

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 is effective between Customer and Smartling as of the date of Customer accepting this Addendum.

1. DEFINITIONS

“**Instructions to Translators**” means all style guides, glossary terms, and other instructions provided by Customer to the Software Services and applicable to one or more Strings.

“**Match Rate**” means, with respect to any two Strings, the minimum number of single-character changes (insertions, deletions, replacements, and case changes) required to transform the first String into the second String divided by the number of characters in the first String.

“**String**” means a discrete sequence of characters.

“**Translated Content**” means Strings of Source Content translated into other languages by Smartling under this Addendum.

“**Warranty Period**” is set forth on the Order Form.

2. RESPONSIBILITIES

2.1. Smartling Responsibilities. Smartling will create the Translated Content from the Source Content in a professional and workmanlike manner in accordance with generally accepted industry standards and the Instructions to Translators.

2.2. Customer Responsibilities. In addition to all of Customer’s responsibilities set out in the Agreement, including without limitation Customer’s responsibility for the accuracy, quality, and legality of the Source Content, Customer shall provide to Smartling, via the Software Services, any clarifications that Smartling may reasonably request in the course of creating the Translated Content.

3. PROPRIETARY RIGHTS AND LICENSES

3.1. Works Made for Hire. Translated Content shall be works made for hire. To the extent that any Translated Content may not, by operation of any applicable law, be a work made for hire, Smartling hereby assigns, transfers, and conveys to Customer, or shall cause to be assigned, transferred, and conveyed to Customer, all worldwide right, title, and interest in and to such Translated Content, including all related intellectual property rights.

4. SERVICE COMMITMENT

4.1. Service Commitment. In the event that the Translated Content contains grammar, spelling, or typographical errors (except if errors were present in the Source Content that reasonably caused the foregoing errors in the Translated Content) and/or does not conform to the Instructions to Translators (if provided to Smartling as described in the Documentation), Smartling will correct the Translated Content, subject to the terms of Section 4.2.

4.2. Correction Requests. To request a correction, Customer must submit a claim via the Software Services. To be eligible, the claim must be received by Smartling within the Warranty Period. The claim must provide a reasonable level of information detailing the need for correction. Smartling will have no obligation to correct the Translated Content if Customer fails to provide the claim as required in this Section 4.2.

4.3. Exclusive Remedy. For any breach of the service commitment in this Section 4, Customer’s exclusive remedy, and Smartling’s entire liability, shall be the correction of the Translated Content. If Smartling is unable to correct the Translated Content within 45 days of receipt of a claim, Customer shall be entitled to recover the fees paid to Smartling for the deficient Translated Content.