This Service Level Agreement ("SLA") is a policy governing the use of the Zencoder service ("Zencoder.com") under the Zencoder Terms of Service (the "Zencoder Agreement") between Zencoder, Inc. ("Zencoder", “us” or “we”) and users of Zencoder.com ("you"). Except as otherwise provided herein, this SLA is subject to the terms of the Zencoder Agreement. Terms not otherwise defined herein will have the meaning given to them in the Zencoder Agreement. We reserve the right to change the terms of this SLA in accordance with the Zencoder Agreement.

**Service Availability**

"Service Availability" means that Zencoder.com may be accessed and used by you (as measured by Zencoder).

**Uptime Commitment**

Zencoder.com shall be available at least ninety-nine and nine tenths percent (99.9%) of the time each calendar month.

**Uptime Measurement**

Zencoder will measure uptime by checking the response of the Zencoder HTTP API. Every one (1) minute, a third-party service (currently http://pingdom.com) will attempt to access the Zencoder API (such as https://app.zencoder.com/api/jobs). If the service does not receive a successful HTTP response – that is, a HTTP response code of 2XX or 3XX – then that will count as one minute of downtime. The unavailability of Zencoder.com will be calculated from the time that such unavailability is reported by you to Zencoder at moc.redocnez@als. We reserve the right to make reasonable changes to this measurement procedure.

**Service Credits**

If Zencoder.com fails to meet the Service Availability SLA during any one calendar month period, then you will be eligible for a service credit (the “Service Credit(s)”) in the amount of ten percent (10%) of the monthly fee for the affected service. For every additional one (1) percent of the calendar month that Service Availability is unavailable, you will be eligible for an additional Service Credit in the amount of ten percent (10%) of the monthly service fee for the affected service, up to 100% of the monthly service fee.

**Credit Requests and Payment**

To request a credit, send email to Zencoder at moc.redocnez@als. You must include either your Zencoder account ID or registered email address, and dates and times of unavailability. If we confirm that you are owed Service Credits, we will issue a credit to your account within ten (10) business days. Credits may only be used against future billing charges. The Service Credits shall be your sole and exclusive remedy for any failure of Zencoder.com to operate in accordance with the SLAs.

**Exclusions**

The calculation of Service Availability SLA excludes instances of: your acts or omissions, force majeure events, scheduled downtime, hackers or virus attacks, unavailability of Amazon Web Services, or emergency maintenance.