

COMPANY SERVICE LEVEL AND SUPPORT AGREEMENT

1. Service Level Commitment

Company will provide Customer and its authorized Users with access to the Service(s) through the Internet. Company will use commercially reasonable efforts to provide Customer with the Services for 99.99% of all Scheduled Availability Time, calculated on a monthly basis (the "Service Commitment").

"Scheduled Availability Time" is 24 hours a day, 7 days a week, excluding: (i) Scheduled Maintenance (defined below); (ii) Emergency Maintenance (defined below); (iii) downtime due to acts of Customer, its vendor(s), or any third party connections, utilities, services or equipment; or (iv) downtime related to any other forces beyond the reasonable control of Company (such as internet outages, outages with respect to Customer's network or Internet access, or Force Majeure Events).

We publish our status real time at <https://status.podroll.fm>

2. Customer Support

Company will provide reasonable support to Customer for the Service(s) from Monday through Friday during the Company normal business hours of 10:00 am EST to 6:00 pm EST, excluding holidays. Company will respond to all support requests within no more than one business day.

3. Maintenance

"Scheduled Maintenance" will be routinely conducted between the hours of 10:00 pm EST and 4:00 am EST. In addition, Company may conduct such Scheduled Maintenance at a different time with 24 hours' notice to Customer.

"Emergency Maintenance" is any maintenance reasonably necessary to fix critical functionality, security or other vulnerabilities or material defects that may substantially impair the usability or performance of the Service(s) which cannot reasonably be performed during the Scheduled Maintenance window. Company will use commercially reasonable efforts to notify Customer (via email or telephone) of Emergency Maintenance as soon as reasonably practicable.

4. Notice of Outage

In order to receive any eligible Service Credits under Section 5, Customer must immediately notify Company of any outage of any Company Service(s) via email to team@podroll.fm.

5. Service Credit

If Company fails to meet the Service Commitment in any given month and Customer is in compliance with all of its obligations to Company, Company will provide Customer with a Service Credit for the relevant month as follows:

Monthly Uptime Percentage	Service Credit Percentage
Equal to or more than 99.99%	0%
Less than 99.99% but equal to or greater than 95%	Credit of 10% of one month of Monthly Fees
Less than 95%	Credit of 20% of one month of Monthly Fees

In order to receive the Service Credit, Customer must email Company at **team@podroll.fm** and request the applicable service credit within ten (10) business days following the end of the calendar month in which the Service Commitment was not met. Failure to provide such notice will forfeit the right to receive the Service Credit. The Service Credit, together with termination (as set forth in Section 7 below) is Customer’s exclusive remedy with respect to any failure by Company to meet the Service Commitment.

6. Incident Response: Company will use commercially reasonable efforts to respond to cases within the period set forth in the Incident Response Service Level Agreement Table. Company varies incident response times based on the following priority levels. Company reserves the right to determine the actual priority level of an incident.

- P1 - A production system is completely unusable or the majority of it’s functionality is unusable.
- P2 - One or more material features of a production system has become unusable.
- P3 - Any other case.
- P4 - Enhancement requests.

	Response Time	Fix or Workaround
P1	4 Hours	1 Business Day
P2	1 Business Day	1 Week
P3	2 Business Days	Next Release
P4	2 Business Days	At Company’s Discretion

Incident Response Service Level Agreement Table

7. Service Level Default. In the event of a failure to meet the Service Commitment (each, a “Service Level Default”), Company will take commercially reasonable actions to correct the Service Level Default within the “Resolution Time” associated with the severity of the incident, after response, as set forth by the “Incident Response Service Level Agreement Table”. Customer shall have the right to terminate this Agreement or the applicable Order in the event Customer experiences multiple defaults as follows: (a) Service Level Defaults occur more than four (4) times in any rolling three- (3-) month period; or (b) a Service Level Default occurs more than six (6) times in any rolling twelve- (12-) month period. Company will immediately reimburse Customer, on a prorated basis from the time of termination notification, the Fees Customer prepaid but which were unused for future Services, in the event Customer terminates Services pursuant to this Section 7.