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Encoding.com Guaranteed Reliability

Commitment to Excellence: Service Level Agreements (SLAs)

We take your privacy seriously. Because we gather certain types of information about our users, we want to help you understand the terms and conditions surrounding the collection and use of that information. This privacy statement discloses the types of information we gather, how we use it, and how to correct or change it. These privacy practices apply to the Web site that you were viewing when you clicked through to this policy, which is operated directly by us, by our partner, or by our affiliate.

Coverage and Definitions

This Encoding.com Availability Service Level Agreement (SLA) applies to you (“customer”) if you have ordered the video or image encoding services from Encoding.com (the “Services”) and your account is current (i.e., not past due) with Encoding.com: As used herein, the term “Encoding.com Availability” means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the encoding service via manage.encoding.com is available for access by third parties via HTTP and HTTPS, as measured by Encoding.com.

Service Level Goal

Encoding.com’s goal is to achieve 100% Service Availability for all customers. Remedy: Subject to Sections 3 and 4 below, if the Encoding.com Service Availability is less than 100%, Encoding.com will issue a credit to customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected services.

SERVICE AVAILABILITY

99.9% to 100%

98% to 99.8%

CREDIT PERCENTAGE

0%

10%

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Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Encoding.com's Availability caused by or associated with:

Circumstances beyond Encoding.com's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, e-commerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA

- Failure of access circuits to the Encoding.com's network, unless such failure is caused solely by Encoding.com
- Scheduled maintenance and emergency maintenance and upgrades
- DNS issues outside the direct control of Encoding.com
- Issues with FTP, POP
- False SLA breaches reported as a result of outages or errors of any Encoding.com measurement system
- Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc.), any negligence, willful misconduct, or use of the Services in breach of Encoding.com's Terms and Conditions and Acceptable Use Policy.
- E-mail or webmail delivery and transmission
- DNS (Domain Name Server) Propagation. outages elsewhere on the Internet that hinder access to your account. Encoding.com is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Encoding.com will guarantee only those areas considered under the control of Encoding.com: Encoding.com server links to the Internet, Encoding.com's routers, and Encoding.com's servers

Credit Request and Payment Procedures

To receive a credit for a Encoding.com service, the customer must make a request therefore by sending an e-mail message to guarantee@encoding.com. The e-mail message MUST include the

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a particular month under this SLA shall not exceed the total encoding fees paid by customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by encoding.com and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Encoding.com service availability. Note: Credits are not refundable and can be used only towards future billing charges.

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<https://t.co/0mlXk0graY>
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