Service-Level Agreement

Prepared for:

Billy Jobs

Strawberry Software Inc.

Created by:

Ludwig Rauch

Pomme Ltd.

Service-Level Agreement

This Service-Level Agreement (this "Agreement" or this "Service-Level Agreement"), effective as of May 12, ("Effective Date") is made by and between SSI, a company organized and existing in California, with offices located at 4 East Manchester St. Bakersfield, CA 93306 ("Customer") and Pomme Ltd, a company organized and existing in California, with offices located at 7 Whitemarsh St. Ontario, CA 91762 ("Supplier").

WHEREAS, the Parties have entered into an agreement effective as of May 12 (the "Contract") for the provision by Supplier of the Services (as defined therein) (the "Services"); and

WHEREAS, the Contract states that a service level agreement is a condition precedent to any extended term of the Contract; and

WHEREAS, customer is willing to continue with the Contract past the original end date solely upon Supplier's acceptance of the terms and conditions of this Agreement, and Supplier confidently accepts the terms and conditions herein;

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions and the Service Levels, the Parties hereby agree as follows:

1. Rider Agreement

When signed, this Agreement will form a part of the Contract, and upon signing this Agreement, the Contract shall be automatically changed, in accordance with its terms, from a monthly contract to a yearly contract. All capitalized terms not defined herein shall have the meanings ascribed to them in the Contract.

2. Service Levels & Service Credits

The Supplier shall at all times during term of this Agreement provide the Services to meet or exceed the Service Level Performance Measure for each Service Level Performance Criterion, as defined herein below.

The Supplier acknowledges that any failure to meet a Service Level may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in this Agreement below, including the right to any Service Credits (as defined below).

The Supplier acknowledges and agrees that any Service Credit is a price adjustment reflecting the value of any lost service caused by failure to meet a Service Level. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

Other than the Customer's termination rights as set forth in the Contract, A Service Credit shall be the Customer's exclusive financial remedy for a failure to meet a Service Level.

3. Perfomance Monitoring

The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure, monitor and report on the Supplier's performance of the provision of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.

The Supplier shall immediately notify the Customer in writing if the level of performance of the Supplier of any element of the provision by it of the Services during the term of the Contract is likely to or fails to meet any Service Level Performance Measure.

4. Objectives

The objectives of the Service Levels and Service Credits are to:
1. Ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
2. Provide a mechanism whereby the Customer can attain meaningful recognition of the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
3. Incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

5. Service Levels

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Availability of the Service	Availability	99.90%	98%	5% Service Credit gained for each percentage under the specified Service Level Performance Measure

6. Service Credits

Service Credits are required to be paid in the event that the Service Level achieved falls below the Service Level Performance Measure in a Service Period.

The Service Credit is determined by the Service Level achieved, the Service Level Performance Measure and the Service Level Threshold and is calculated by using the straight line formula below:

1. Availability:
Service Credit £ = ((a-x)*c)*d)

where,

"a" is the Service Level Performance Measure (%) below which Service Credits become payable;
"x" is the Achieved Service Level (%) for a Service Period;
"c" is the Service Credit (%) payable if the Achieved Service Level falls below the Service Level Target; and
"d" is the amount payable in respect of the Services during the Service Period.

Acceptance

IN WITNESS WHEREOF, by execution by the parties below, this Service-Level Agreement will form a part of the Contract.

Pomme Ltd   Strawberry Software Inc.

LRauch   *Billy Jobs*

08 / 19 / 2020   08 / 31 / 2020

Ludwig Rauch   Billy Jobs