Service Level Agreement

Service Level Agreement ("SLA")

deviceWISE IoT Platform Service Level Agreement

During the Term of the applicable deviceWISE IoT Platform Agreement (the "Agreement"), the Covered Services will be operational and available to Customer at least 99.9% of the time in any thirty (30) day period (the "deviceWISE IoT Platform SLA commitment"). If Telit IoT Platforms does not meet the deviceWISE IoT Platform SLA commitment, and if Customer meets its obligations under this deviceWISE IoT Platform SLA, Customer will be eligible to receive the Service Credits described below. This deviceWISE IoT Platform SLA commitment states Customer's sole and exclusive remedy for any failure by Telit IoT Platforms, LLC to meet the deviceWISE IoT Platform SLA commitment.

Definitions. The following definitions shall apply to the deviceWISE IoT Platform SLA.

- "Downtime" means, for any organization, if there is more than a five (5) percent user error rate. Downtime is measured based on server side error rate.
- "deviceWISE IoT Platform Covered Services" means the hosted portion of the deviceWISE IoT Platform. This does not include any physical gateways, servers, or the client software component of deviceWISE IoT Platform, deployed by the customer in support of their managed services.
- "Monthly Uptime Percentage" means total number of minutes in a thirty (30) day period minus the number of minutes of Downtime suffered in the same thirty (30) day period divided by the total number of minutes in the same thirty (30) day period.
- "Service" means the deviceWISE IoT Platform that is hosted by Telit IoT Platforms in its facilities or facilities that are managed by Telit IoT Platforms for the purpose of providing the core deviceWISE IoT Platform services provided to Customer under the Agreement. "Service Exception Period" means the following:
  - Network maintenance activities scheduled during off-hours to install or upgrade network capability.
  - Scheduled maintenance will not contribute to the calculation of Downtime, and customer will not receive Service Credits for these activities.
  - Service Exception Periods will not exceed one (1) hour within any thirty (30) day period, or twelve (12) hours in a calendar year.
- "Service Credit" means the following:

<table>
<thead>
<tr>
<th>Monthly Uptime Percentage</th>
<th>Service Credit</th>
</tr>
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<tbody>
<tr>
<td>&lt; 99.9% - &gt;= 99.0%</td>
<td>2</td>
</tr>
<tr>
<td>&lt; 99.0% - &gt;= 95.0%</td>
<td>5</td>
</tr>
<tr>
<td>&lt; 95.0%</td>
<td>12</td>
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</tbody>
</table>

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Telit IoT Platforms within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Telit IoT Platforms, LLC to Customer for all Downtime that occurs in a single thirty (30) day period shall not exceed twelve (12) days of Service. All credits will be applied to future use of the deviceWISE IoT Platform service, and will not be applied against services that have already been purchased.

deviceWISE IoT Platform SLA Exclusions. The deviceWISE IoT Platform SLA commitment does not apply to any services that expressly exclude this deviceWISE IoT Platform SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors described in the "Force Majeure" section of the Agreement; or (ii) that resulted from Customer's equipment or third party equipment, or both (not within the primary control of Telit IoT Platforms, LLC).

Monitoring. Telit IoT Platforms, LLC will provide 24/7 proactive monitoring of the deviceWISE IoT Platform and will extend to all customers the ability to view the current health and statistics of the environment.

Service Response Goals. Telit IoT Platforms, LLC will provide reasonable responses for the various problems reported under the following guidelines.

Severity 1 – Indicates the inability of the user to use the deviceWISE IoT Platform, resulting in a critical impact on their operation.

Response: Within eight (8) hours.

Severity 2 – Indicates the user is able to use the deviceWISE IoT Service, but some functions, which are not critical to the overall operation, are not functioning.
Response: Next Business Day.

Severity 3 – Indicates the user is able to use the deviceWISE IoT service, but there is a functional issue for which there is a reasonable workaround.


- **Data Backups.** Telit IoT Platforms, LLC maintains appropriate backup services to restore services within allotted periods and has implemented reasonable and appropriate measures designed to help secure Customer content against accidental or unlawful loss, access or disclosure. This includes Customer cloud storage. Customers also have a responsibility to configure, use and maintain appropriate security (credentials, roles, etc.) and data protection, potentially including extract and backup of data, as published APIs include the ability to delete certain solution elements (such as applications, things, users).

- **Software End-of-Life.** Telit IoT Platforms, LLC will only maintain software revision compatibility on the 'public' deviceWISE IoT Platform for two (2) revisions, which may require customers on this 'public' service platform to upgrade their platform software. Telit IoT Platforms, LLC will provide twenty (20) day notification of this requirement.

Current Version: December 5, 2017

Previous Version: June 6, 2016