



Effective: May 13, 2022

1. Overview

This document describes the service level commitments for the Octave Solution.

This Service Level Agreement does not apply to all users of the Octave Solution or the Octave Services. For example, it does not apply to users who sign-up for Octave through our website. It applies to you only if it is expressly incorporated into your Customer Agreement. In such cases, the Standard SLA will apply unless you have purchased the Extended SLA as an option.

Capitalized terms used in this Service Level Agreement are defined in Section 6 below, or in your Customer Agreement.

2. Service Level Objectives

Service Level	Description	Objective
Standard SLA - Uptime	Uptime of the Octave Solution during each Measurement Period.	99.9%
Extended SLA - Uptime	Uptime of the Octave Solution during each Measurement Period.	99.9%

3. Credit Remedy for the Extended SLA

If you have subscribed for the Extended SLA and the Octave Solution does not meet the Uptime objective above, you will be eligible to receive a credit calculated as a percentage of your Solution Fees in the applicable Measurement Period:

Uptime	Credit %
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99.0%	25%

The credit you are eligible to receive will be calculated as follows:

$$\text{Credit Value} = (\text{Credit \%}) \times (\text{Solution Fees})$$

Sample Calculation

Suppose the following facts in a Measurement Period:

- There were 31 days in the Measurement Period, and the Octave Solution was deployed for the entire Measurement Period.
- You had 10,000 Connected Devices during a Measurement Period and the Solution Fee was \$1 per Connected Device, i.e. \$10,000 in total.
- There were 180 Downtime Minutes in the Measurement Period.

$$\text{Maximum Available Minutes} = 31 \text{ days} \times 24 \text{ hours/day} \times 60 \text{ minutes/hour} = 44,640 \text{ minutes}$$

Uptime = $(44,640 - 180) / 44,640 = 99.6\%$

Credit % = 10%

Credit Value = $10\% * \$10,000 = \$1,000$.

4. Claim Procedure for the Extended SLA

In order to make a claim, you must contact our customer support department and provide all the information we need in order to validate your claim. This must include (a) a description of the issue(s) giving rise to the claim, (b) any evidence you have to support your claim (such as event logs), and (c) any other information we reasonably request.

In order to be eligible to receive credits, you must have (a) reported the issue giving rise to the claim to us within 24 hours of the incident first occurring, and (b) we must receive your claim within 60 days of the end of the applicable Measurement Period. We will evaluate the information you provide and our own internal records to determine whether a credit is owing to you. We will make this determination in good faith, but we will not be required to issue a credit if we are unable to verify the nature or extent of the incident using our own internal records.

We will use commercially reasonable efforts to notify you of our decision within 30 days of receiving all relevant information from you. You must have been in material compliance with the Customer Agreement (including any payment obligations) during the Measurement Period and at the time you submitted your claim in order to be eligible to receive credits.

If we issue a credit, we will apply it to the fees incurred in the first Measurement Period after we issue the credit. Credits have no cash value and will expire if not used within 12 months of being issued.

5. Exclusions

This SLA does not apply to any issues caused in whole or in part by:

- Any factors outside our reasonable control, including (a) acts of God, acts of government, power outages, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving our own employees), (b) failures or delays involving third party computers, telecommunication networks, Internet service providers or hosting facilities, or (c) malicious conduct of third parties, including denial of service attacks;
- Issues with Connected Devices (even if we supplied the devices), or issues attributable to your application, your software, or your specific configuration of the Octave Solution;
- Any hardware, software or service not provided by us;
- Your breach of the Customer Agreement or any associated acceptable use policies, or your use of the services in a manner which we did not reasonably contemplate or intend;
- Your failure to comply with our reasonable instructions and with any best practices that we have communicated to you;
- Your failure to cooperate reasonably with us to troubleshoot and resolve any issues;
- Your attempts to perform operations that exceed prescribed quotas or reasonable limits we place on the use of the Octave Solution; or
- Any action we take that is authorized by the Customer Agreement (such as an authorized suspension or termination of service).

6. Additional Terms

The credits detailed in this Service Level Agreement are your sole and exclusive remedy for any performance or availability issues with the Octave Solution or Octave Services under the Customer Agreement and this Service Level Agreement. You may not unilaterally deduct or withhold payments from us for any performance or availability issues.

The credits apply only to the Extended SLA. If you are under the Standard SLA, the service levels are non-binding objectives which we will endeavor to meet.

7. Definitions

“Connected Devices” means Approved Edge Devices (as defined in the Customer Agreement) that are powered on, connected to the cellular network and registered to your account in the Octave Solution.

“Customer Agreement” means your agreement with us that governs your use of the Octave Solution.

“Downtime Minutes” means the total accumulated Maximum Available Minutes during which the Octave Solution was unavailable in the Measurement Period. A minute is “unavailable” if all continuous HTTP API requests to the Octave Solution or Connected Devices during that minute either return an error code or do not result in a success code within five minutes. For clarity, Downtime Minutes are calculated for the Octave Solution as a whole, and not individually for each Connected Device.

“Maximum Available Minutes” means the total number of minutes in the Measurement Period in which the Octave Solution was deployed.

“Measurement Period” means your applicable monthly billing period for the Octave Services. This may or may not be a calendar month.

“Service Level Agreement” or **“SLA”** means this Service Level Agreement – Octave™.

“Solution Fees” means the aggregate base fees payable to permit Connected Devices to access the Octave Solution during the Measurement Period. Solution Fees exclude any usage fees (e.g. fees based on the number of messages sent or received by Connected Devices) or other fees payable in connection with your use of the Octave Solution.

“Uptime” for a Measurement Period is calculated using the following formula, and expressed as a percentage:
$$\text{Uptime} = (\text{Maximum Available Minutes} - \text{Downtime Minutes}) / (\text{Maximum Available Minutes}).$$

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