

## Hosted Software SLA

Last Updated: January 2021

TruckSpy's Hosted Software is designed from the ground up to provide reliable service to our customers. We have invested in technology, operations, and infrastructure to safeguard customer data and to prevent downtime.

TruckSpy's Hosted Software runs on a scalable and redundant cloud computing infrastructure used by the world's largest enterprises. TruckSpy's distributed software architecture spreads computation across multiple physical servers and replicates stored data across multiple physical storage devices. As a result, no single hardware failure can affect service availability.

We are pleased to offer our customers (each a "Customer") the following 99.9% uptime SLA:

This Service Level Agreement (this "**SLA**") sets forth TruckSpy's obligations and Customer's rights with respect to the performance of TruckSpy's Hosted Software. This SLA is subject to the terms of service ("**Terms**") governing Customer's use of TruckSpy products and/or services, which, unless otherwise agreed between Customer and TruckSpy, are TruckSpy's standard terms of service available at <https://truckspy.io/terms-of-service>. All capitalized terms used but not defined in this SLA have the meaning set forth in the Terms.

1. **Definitions.** For purposes of this SLA, the following terms have the meaning ascribed to each term below:

**"Downtime"** means when the Customer is unable to log into the Hosted Software dashboard due to failure(s) in the Firmware or Hosted Software, as confirmed by both Customer and TruckSpy. Please note that individual device failures are not considered Downtime.

**"Monthly Uptime Percentage"** means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

**“Service Credit”** means the number of days of Hosted Software Services that TruckSpy will add to the end of the Customer's paid license term, at no charge to Customer.

**“Resolved Issue”** means that TruckSpy has repaired or identified a temporary work-around for an issue.

**“Non-critical Issue”** means that the Hosted Software or Firmware is accessible to the Customer but may have errors, unexpected outputs, or is otherwise not performing as expected and can be confirmed by both Customer and TruckSpy.

**“Critical Issue”** means that the Hosted Software partly or completely inaccessible and can be confirmed by both TruckSpy and Customer.

2. **Service Level Warranty.** During the Term, the Hosted Software will be operational and available to Customer at least 99.9% of the time in any calendar month (the **“Service Level Warranty”**). Non-critical and resolved issues shall have not be considered Downtime. If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer meets its obligations under this Agreement, then Customer will be eligible to receive Service Credit as follows:

<b>Monthly Uptime Percentage</b>	<b>Days Credited</b>
< 99.9% - ≥ 99.8%	3
< 99.8% - ≥ 99.0%	7
< 99.0% - ≥ 90.0%	15
< 90.0%	30

3. **Customer Must Request Service Credit.** In order to receive any of the Service Credits described above, Customer must notify TruckSpy within 30 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.

4. **Maximum Service Credit.** The aggregate maximum amount of Service Credit to be issued by TruckSpy to Customer for all Downtime that occurs in a single calendar month will not exceed 30 days.

5. **Exclusions.** The Service Level Warranty does not apply to any services that expressly exclude this Service Level Warranty (as stated in the documentation for such services) or any outages or performance issues (i) caused by strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages, epidemic, disease, failure of utilities or communication or electronic systems, or any other causes that are beyond the reasonable control of a party so long as the parties use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure; (ii) that resulted from Customer and/or third party equipment, systems, networks, or infrastructure (not within the primary control of Samsara); (iii) that otherwise resulted from Customer's violation of the restrictions or Customer responsibilities set forth in the Terms; or (iv) caused by a third party hosting service contracted by TruckSpy to provision the Hosted Software.

6. **Exclusive Remedy.** This SLA states Customer's sole and exclusive remedy for any failure by TruckSpy to meet the Service Level Warranty.