



samsara

Hosted Software SLA
Updated June 1, 2017

Samsara'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.

Samsara's Hosted Software runs on Amazon's industry-leading Amazon Web Services (AWS) platform, which provides scalable and redundant cloud computing infrastructure to the world's largest enterprises. Samsara'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 the following 99.99% uptime SLA:

This Service Level Agreement (this "**Agreement**") sets forth Samsara's obligations and our customers' rights with respect to the performance of Samsara's Hosted Software. All capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in the Terms of Service accepted by you (the "**Customer**") and Samsara (the "**Customer Agreement**"). The standard terms of service are available at samsara.com/support.

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

"Downtime" means when the Hosted Software is unavailable to Customer due to failure(s) in the Firmware or Hosted Software, as confirmed by both Customer and Samsara. Please note that individual device failures are not considered downtime, but may be covered under Samsara's hardware warranty available at www.samsara.com/support.

"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 Services that Samsara will add to the end of your paid license term, at no charge to Customer.

2. Service Level Warranty. During the Term, the Hosted Software will be operational and available to Customer at least 99.99% of the time in any calendar month (the "**Service Level Warranty**"). 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:

Uptime	Days Credited
< 99.99% - ≥ 99.9%	3
< 99.9% - ≥ 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 Samsara 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 Samsara 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 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 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's equipment or third party equipment, or both (not within the primary control of Samsara), or (iii) that otherwise resulted from Customer's violation of the restrictions or Customer responsibilities set forth in the Terms of Service.

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