Wittra Networks AB
Service Level Agreement (SLA)

Overview

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

This Service Level Agreement does not apply to all users of the Wittra Solution or Wittra Services. For example, it does not apply to users who sign-up for Wittra through our website.

It applies to you only if it is expressly incorporated into your Customer Agreement.

Service Level Objectives

Service Level	Function	Description	Objective
Standard SLA	Cloud Backend	Uptime of the Wittra Backend during each Measurement Period	99.9%
Standard SLA	6LoWPAN IoT Network	Availability of the Wittra IoT solution installed on customer premises	98.0%
Standard SLA	Mioty IoT Network	Availability of the Wittra IoT solution installed on customer premises	99.0%

Credit Remedy

Function	Uptime/Availability	Credit %
Cloud Backend	Less than 99.9% but greater than or equal to 99.0%	10%
	Less than 99.0%	30%
6LoWPAN IoT Network	Less than 98.0% but greater than or equal to 95.0%	10%
	Less than 95%	30%
Mioty IoT Network	Less than 99% but greater than or equal to 95%	10%
	Less than 95%	30%

The credit you are eligible to receive for the On-Prem installation will be calculated as follows:

Credit Value = (Credit %) x (Solution Fees)

A calculation example for a IoT 6LoWPAN Network (*fictional case*)

Suppose the following facts in a Measurement Period:

- There were 31 days in the Measurement Period, and the Wittra Solution was deployed for the entire Measurement Period.
- You had 50 Connected IoT Devices during a Measurement Period and each device is configured to send 5 data points every 15 minutes (20 DataPoints per hour).
- The Data Package Fee is $50.
- There were 2 postings à 5 DataPoints, ie. 10 Missed DataPoints, per Device per Day (on average) in the Measurement Period.

Expected DataPoints =
$31\ days\ *\ 24\ hours/day\ *\ 50\ Devices\ *\ 20\ DataPoints/hour\ =\ 7,440,000\ DataPoints$

Missed Datapoints = $31\ days\ *\ 500\ DataPoints\ =\ 15,500\ DataPoints$

Uptime = $(7,440,000\ -\ 15,500)\ /\ 7,440,000\ =\ 97,9\%$

Credit % = 10%
Credit Value = $10\%\ *\ \$50\ =\ \$5$

Claim procedure for the SLA

To make a claim, you must contact our customer service department by using the email address **support@wittra.io** and provide all the information we need to confirm your claim. This must include a) a description of the problem(s) giving rise to the claim, b) any evidence you have to support your claim (e.g. event logs) and c) any other information we may reasonably request.

To be eligible for credits, you must (a) have reported in writing the problem giving rise to the claim to us within 24 hours of the incident first occurring, and (b) we must receive your written 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 you owe a credit. We will make this determination in good faith, but we are not obligated to issue a credit if we cannot verify the nature or extent of the event using our own internal records.

We will make commercially reasonable efforts to notify you of our decision within 30 days of receiving all relevant information from you. You must have substantially complied with the Customer Agreement (including any payment obligations) during the measurement period and at the time you submitted your claim to be eligible for credit.

If we issue a credit, we will apply it to the charges incurred during the first measurement period after we issue the credit. Credits have no cash value and expire if not claimed within 12 months of issue.

Exceptions

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

- Any factors beyond our reasonable control, including
    - natural disasters, governmental actions, power outages, floods, fires, earthquakes, civil disturbances, acts of terrorism, acts of God, strikes or other labour problems (other than those involving our own employees);
    - failures or delays involving third party computers, telecommunications networks, Internet service providers or host facilities; or
    - malicious conduct by third parties, including denial of service attacks;
    - poor or sub-standard hardware installation causing poor or intermittent signal quality anywhere in the wireless network.
- Problems attributable to your application, your software or your specific configuration of the Wittra Solution;
- Any hardware, software or service not provided by us;
- Any delays in hardware shipment by third-party carriers for replacement parts;
- Your breach of the Customer Agreement or any associated Acceptable Use Policy, or Your use of the Services in a manner not reasonably contemplated or intended by Us;
- Your failure to comply with our reasonable instructions and best practices communicated to you by us;
- Your failure to reasonably cooperate with us in troubleshooting and resolving any problems;
- Your attempts to perform operations in excess of prescribed quotas or reasonable restrictions we place on the use of the Wittra Solution.
- Any action we take that is authorized under the Customer Agreement (e.g., an authorized suspension or termination of service).

Additional conditions

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

Definitions

"Cloud Backend" includes api.wittra.se and portal.wittra.se required to manage the IoT networks.

"Connected Devices" (or sometimes just "Device") are Eligible IoT Devices (as defined in the Customer Agreement) that are switched on, connected to the mesh network, known to be in wireless range, powered (battery or mains) and registered to your account in the Wittra solution.

"Customer Agreement" means your agreement with us that governs your use of the Wittra Solution.

"Data Package Fees" means the usage fees (e.g. based on the number of metrics sent by Connected Devices) or other fees payable in connection with your use of the Wittra Solution during the Metering Period.

"Downtime Minutes" are the total cumulative maximum available minutes during which the Cloud Backend was unavailable during the Measurement Period. A minute is "unavailable" if all continuous requests to the Wittra Cloud Backend 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 Wittra Cloud Backend as a whole and not individually for each connected device.

"IoT Network" ís the Wittra IoT solution installed on customer premises

"Availability of the Wittra IoT solution" is the percentage of telemetry data posts delivered from the IoT device to the Wittra Backend within a maximum delay of five minutes.

"Maximum available minutes" means the total number of minutes during the measurement period when the Wittra Cloud Backend was used.

"Measurement Period" is your applicable monthly billing period for the Wittra Services. This may or may not be a calendar month.

"Service Level Agreement" or "SLA" means this Service Level Agreement - Wittra.

"Solution Fees" means the aggregate base fees payable to allow Connected Entities to access the Wittra Solution during the Metering Period. The 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 Wittra Solution.

"Uptime" for a measurement period is calculated using the following formula and is expressed as a percentage:
Uptime = (maximum number of minutes available - minutes of downtime) / (maximum number of minutes available).