

## Device Management Service – Service Level Agreement SLA

### 1 Introduction

This Service Level Agreement (“**SLA**”) describes Arm’s service level obligations in relation to the Device Management Services (as defined in the Subscription Order) provided by Arm to Customer pursuant to a Subscription Order and Mbed Cloud Terms of Service (the “**Agreement**”) under which Customer acquired its rights to use the Services. This SLA is subject to the terms of the Agreement.

### 2 Definitions

If not defined below, capitalised terms used in this SLA will have the meanings set out in the Agreement.

“**Applicable Monthly Fees**” means the Monthly Device Management Services Fees payable for the total number of Active End Points (both as set out in the Subscription Order), for the Month in which a Service Credit is owed. Applicable Monthly Fees does not include any Minimum Monthly Commitment payable in addition to any such Monthly Device Management Fees.

“**Availability %**” means the percentage of minutes in the relevant Month during which the Device Management Service is not affected by Unscheduled Downtime. Availability % shall be calculated in accordance with the following equation:

$$\text{Availability \%} = \frac{\text{total minutes in Month} - \text{Unscheduled Downtime}}{\text{total minutes in Month}} \times 100$$

“**Critical Downtime**” means any unavailability of the Device Management Service which is required to address critical issues (including, but not limited to, applying security patches), that Arm notifies to Customer at least 24 hours in advance, giving details of the date(s), duration and nature of the maintenance to be carried out during such unavailability. Such unavailability shall not exceed 30 minutes for each occurrence.

“**Error Code**” means an indication that an operation has failed, such as an HTTP status code in the 5xx range.

“**No Fault Unavailability**” shall have the meaning set out in Clause 5 below.

“**Month**” means each calendar month during the Subscription Term.

“**Scheduled Downtime**” means any unavailability of the Device Management Service that Arm notifies to Customer at least 5 Business Days in advance giving details of the date(s), duration and nature of the maintenance to be carried out during such unavailability.

“**Service Credit**” means any service credits relating to unavailability of the Device Management Service which are issued by Arm, as set out in Clause 6 below.

“**Acknowledgement Code**” means an indication that an operation has occurred, such as an HTTP status code in the 2xx, 3xx, and 4xx range and which is not an Error Code.

“**Unavailable Minute**” means a minute, for the duration of which the Device Management Service is unavailable. A minute is considered unavailable if, for all attempts by Customer to send requests to Mbed Cloud either from a device registered to Mbed Cloud or from a Customer Application (which would have been received by Mbed Cloud if it had been available during such minute), an Error Code or no Acknowledgement Code, is sent in response to any such attempts, within five (5) minutes of when such attempts were, or would have been, received.

“**Unscheduled Downtime**” means the total number of Unavailable Minutes during the relevant Month, excluding any Scheduled Downtime, Critical Downtime and/or any No Fault Unavailability.

### 3 Performance

3.1 Arm shall provide the Device Management Service with an Availability % of 99.0% or above.

### 4 Measurement

4.1 Arm will measure the Availability % for the Device Management Service on an on-going basis.

### 5 Limitations

- 5.1 This SLA and any applicable service levels do not apply to any performance or availability issues which are caused, or contributed to, by:
- (i) Customer's, or any third party beyond Arm's reasonable control's, action or inaction, equipment, software or other technology;
  - (ii) any event of Force Majeure as described in Clause 14.2 of the Agreement;
  - (iii) Internet access or related problems beyond the demarcation point of the Device Management Service;
  - (iv) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or
  - (v) arising from Arm's suspension and termination of Customer's right to use the Device Management Service in accordance with the Agreement;

and any unavailability of the Device Management Service attributable to, or contributed to by, such factors shall be deemed to be "**No Fault Unavailability**".

<b>6</b>	<b>Service Credits</b>
----------	------------------------

- 6.1 In the event that the Availability % for the Device Management Service, falls below 99.0% in any individual Month, the parties agree that damages with respect to such failure would be difficult to calculate. The parties therefore agree that Arm shall, as a credit and not as a penalty, grant Service Credits to Customer as set forth in the table below:

Availability %	Service Credit
less than 99%	10% of Applicable Monthly Fee

Such credit shall be applied to the actual Monthly Device Management Fees for the relevant Month, and shall not be applied to any Minimum Monthly Commitment payable in addition in such Month.

- 6.2 A Service Credit shall not be payable unless Customer requests it within 40 Business Days of the end of the Month in respect of which the Service Credit is due. On receipt of such request, Arm shall review its records of Availability % for the relevant Month and notify Customer if such request is accepted. Only Arm's records shall be used to determine the Availability % for the relevant Month.
- 6.3 Service Credits may be used by Customer as a monetary credit against the next payment due to Arm under the Agreement. The maximum value of Service Credits that may be credited to Customer in any Month shall not exceed the total monthly fees for the Device Management Service for such Month. Arm shall not be obliged to pay any money or make any refund to Customer in relation to Service Credits.
- 6.4 Customer acknowledges and agrees that the provision of Service Credits constitutes a genuine pre-estimate of loss and shall be Customer's sole and exclusive remedy for any performance and availability issues with the Device Management Service under this SLA and the Agreement.