



NetMotion Service Level Agreement for NetMotion Government Cloud Platform SaaS

Last Updated: July 28, 2021

1. General Provisions

NetMotion’s Service Level Agreement only applies when you (i) are subscribed to the NetMotion Government Cloud Platform SaaS (“NGCP”) service, (ii) your network and mobile devices are properly configured in accordance with the applicable NetMotion documentation, and (iii) your NGCP service account is in good standing and NetMotion has received all invoiced fees from you for your use of the NGCP service.

2. Service Availability Commitment

The NetMotion Government Cloud Platform (NGCP) will be available to accept and service client sessions at least 99.9% (‘Three Nines’) of the total hours during any month you use the NGCP service (“Service Availability”).

Service Availability is measured as follows:

- The NGCP service is available to process your client connection requests and resulting data flows. Service Availability is computed in any calendar month you use the NGCP service as minutes of uptime per month divided by total minutes per month.

The following exclusions are not factored into the Service Availability computation.

- Routine and prescheduled platform maintenance, if any, is excluded from the NGCP Service Availability calculations.
- NGCP Service Availability that is adversely impacted by systems or events on the public side of the NGCP service ingress/egress boundary including (a) customer’s authentication provider, (b) customer’s termination points for any enterprise connectors, (c) the public Internet, (d) any applications or services outside of the NGCP service ingress/egress boundary, (e) customer equipment, software, and infrastructure, and (f) third-party equipment, software, and technology.

NetMotion’s failure to meet the Service Availability Commitment results in a Service Credit as follows:

Percentage of Monthly Uptime	Unavailable time	Service Credit
>= 99.9% but >= 99.00%	> 43.83 mins. but <= 7.31 hrs.	1 days
< 99.00% but >= 98.00%	> 7.31 hrs. but <= 14.61 hrs.	2 days
< 98.00%	> 14.61 hrs.	5 days



2. Service Latency Commitment

Cloud proxy latency: The NetMotion Cloud Platform will maintain less than 75 milliseconds average latency over a calendar month for the 95th percentile of traffic. Cloud proxy latency is measured in each direction from when the cloud proxy receives the packets for processing to the point when the cloud proxy attempts to transmit the packets, either to the client proxy or to the application or server endpoint.

NetMotion's failure to meet the Service Latency Commitment results in a Service Credit as follows:

Percentage of packets with average latency of 75 milliseconds or less	Service Credit
>= 95.00%	N/A
< 95.00% but >= 94.00%	1 days
< 94.00% but >= 90.00%	2 days
< 90.00%	5 days

3. Service Credit

3.1 If NetMotion fails to meet the Service Availability or Service Latency Commitments described above, you may be entitled to a Service Credit. To be eligible for a Service Credit, you must (1) request a Service Credit via a support ticket within ten (10) days from the date of the incident giving rise to a Service Credit and (2) be in compliance with this Service Level Agreement. NetMotion will use commercially reasonable efforts to research the incident(s) and evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed to you and endeavor to provide a response to you no later than ten (10) days after the end of the month in which the incident occurred. For example, if the incident occurred on November 15th, and a support ticket was filed by you on or before November 25th, NetMotion would provide you with a Service Credit calculation by or before December 10th.

3.2. The dollar value of the Service Credit to be applied to the next invoice from NetMotion will be calculated by converting the Service Credit into the appropriate dollar number. For example, for a 12-month contract term with a total annual Fee of \$100,000, if a Service Credit is determined to be "5 days," NetMotion would provide a credit to you equaling \$1,369.86 (5 days / 365 days X \$100,000) on Customer's next invoice.

3.3. The aggregate maximum Service Credit that NetMotion will apply in a single calendar month will not exceed thirty (30) calendar days. The Service Credit described in this Service Level Agreement shall be your sole and exclusive remedy for NetMotion's failure to meet the Service Availability or Service Latency Commitments described herein. Failure to comply with any of the provisions in this Service Level Agreement will forfeit your right to receive a Service Credit.

4. Limitations

This Service Level Agreement and the Service Level Commitments described herein do not apply to any NGCP service performance or availability issues that:



a. Arise from circumstances beyond NetMotion's reasonable control (e.g. war, acts of terrorism, natural disaster, external network or device failure).

b. Result from unauthorized access to the NGCP service or from your employees, agents, contractors or vendors accessing the NGCP service using your equipment or passwords, or from your failure to follow security 'best practices'.

c. Occur due to inadequate bandwidth or that are related to third-party hardware, software or services.

d. Result from your failure to follow NetMotion's instructions, policies and guidelines associated with the installation and use of the NGCP service.

5. Support Response Commitment

Severity levels and response times for obtaining support for the NetMotion Cloud Platform service from NetMotion Technical Support are covered [here](#).