



# CloudWave: Service Level Agreement

Last updated: January 1, 2021

This Service Level Agreement (SLA) is incorporated by reference into Customer’s Proposal and is subject to the Master Terms and Conditions. This SLA provides CloudWave’s commitment to Customer for the Services and Support listed below, as set forth in Customer’s Proposal. During the Term and pursuant to the Proposal, CloudWave agrees to meet the Monthly Uptime Percentage (Service Level Target) for the Services type and Support levels listed below. If CloudWave fails to meet the SLA target and subject to Customer’s compliance with the Agreement, if CloudWave does not meet the Monthly Uptime Percentage, then Customer is eligible for the Service Credit corresponding to the SLA, (Service Credits are listed below). Service Credits for partner or reseller services will only be provided by CloudWave if specifically included as part of a Proposal. In the event of a conflict between the terms of this SLA and the terms of the Master Terms and Conditions, the terms of this SLA will be governed solely as applied to Monthly Uptime Percentage and Service Credits.

Services Offerings included in the SLA:

- OpSus Archive

## Service Level Agreement:

Customer’s Proposal has set forth Customer’s selection of one option from one or more of the groups of offerings below (Availability and Support). The combination of SLAs for the Customer selected offerings is referred to as the “package”.

## Availability SLA Options:

Tier	Monthly Uptime %	Storage Site	Region and Zone
1. Archive	>99.9%	Public Cloud or Private Cloud	Multi Region
2. Archive +			

## Support and Managed Service SLA Options:

Support and Managed Services		Archive	Archive +
Support Hours	24 x 7 x 365	Standard	Standard
Customer Advocate	CSM	Optional	Optional
Cloud Storage API	S3	Standard	Standard
Broker	Broker Software		Standard
	Broker Server		Optional
Monitoring	Basic Availability	Standard	Standard
	Capacity	Standard	Standard

## Incident Response:

Applicable to all Support SLA options, but subject to the CloudWave Support Hours included with each tier.

Incident Priority	Response Times		
	Initial Contact	Target Resolution	Communication Update
Critical	<15 Mins	<6 Hours	Every 2 Hours

High	<1 Hour	<12 Hours	Every 4 Hours
Med	<8 Hours	<1 Business Day	Every 8 Hours
Low	<24 Hours	<3 Business Days	Every Business Day

### Monthly Uptime Percentage.

The actual Uptime Percentage is calculated as the total minutes of actual Services Availability divided by the total minutes in the affected month less Exclusions listed below.

### Service Credits:

If the included Services do not meet the Monthly Uptime Percentage, Customer will be eligible to receive a Service Credit in the amounts set forth in the following tables by following the instructions below.

Tier: Archive and Archive +

Actual Uptime Percentage	Service Credit Percentage
<=99.9%	10%
<99.0	25%

### Service Credit.

All approved Service Credits will be applied to the Customer's next invoice. If a dispute arises regarding a Service Credit, CloudWave will use all available information (server logs, monitoring activity, configuration design, etc.) to make a good faith determination.

### Calculation of Service Credit.

The Service Credit shall be calculated by multiplying the Service Credit Percentage due times the portion of the Monthly Recurring Charges applicable to the Services that failed to meet the Uptime Percentage. If Customer was unable to access all of the Services, the Service Credit Percentage will be calculated against the entire Monthly Recurring Charge for the applicable month.

### Contract Termination.

If CloudWave fails to meet the Monthly Uptime Percentage of at least 98.0% in any three (3) consecutive months, then, in addition to the Service Credits due to Customer, the Customer may deem such failure to be a material breach by CloudWave under the Agreement and may pursue termination of the Agreement upon 15 days written notice. Customer's sole and exclusive remedy, and CloudWave's sole and exclusive liability, for CloudWave's failure to meet the Monthly Uptime Percentage is the Service Credits and termination rights under this SLA.

### Exclusions:

Exclusions from the Uptime Percentage calculation include downtime resulting from events that are not within the scope of CloudWave's obligations under this Agreement or that are not within the reasonable control of CloudWave, as well as the following:

- A Force Majeure Event as defined in the Master Terms and Conditions,
- Acts or omissions of the Customer or its employees, agents, contractors or representatives,
- The Customer's failure to follow implementation instructions or procedures issued by CloudWave,

- Use or failure of any Customer owned or provided hardware, software or other components used in connection with the Services,
- Failure of the Customer's internet provider, telecommunications circuit, or internet backbone outages, routing, or peering issues that prevents Customer access to CloudWave data center(s),
- Planned downtime for patching, maintenance, and/or infrastructure or application upgrades, conversions, and/or migrations,
- Emergency maintenance resulting from critical and time sensitive security exploits and threats, or other maintenance with the intent to protect the confidentiality, integrity, and availability of Customer's and/or CloudWave's systems and data, and/or safety or care of either parties' employees and/or associates,
- Downtimes resulting from critical security threats and exploits originating from the Customer site.