



CloudWave: Service Level Agreement

Last updated: July 29, 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 provide the Retention Services and Support listed below. 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 Retention Service and Support.

Service Offerings included in the SLA:

- OpSus Backup

Service Level Agreement:

The OpSus Backup service includes a minimum of one backup per day and as frequently as once every four hours dependent on Customer backup demands including: WAN throughput, LAN throughput, and storage IOPS/throughput.

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

Retention Tiers:

Tier	Storage Site	Region and Zone	Backups	
			Backup	Retention
1. Standard Schedule	Public Cloud	Multi Region	Daily	31 Daily Monthly (Continuous Eternal)
2. Custom Schedule	Public Cloud	Multi Region	Daily	31 Daily Monthly (Customer Specifies)

Support and Managed Service Options:

Support Services		Standard Schedule	Custom Schedule
Support Hours	24 x 7 x 365	Standard	Standard
Customer Advocate	CSM	Optional	Optional

Incident Response:

Applicable to all Retention Tiers.

Incident Priority	Response Times		
	Initial Contact	Target Resolution	Communication Update
High	<1 Hour	<12 Hours	Every 4 Hours
Medium	<8 Hours	<1 Business Day	Every 8 Hours

Incident Description:

Priority	
High	Incidents resulting in successive days of backup failure; or incidents affecting customer’s ability to restore any backup from either a local appliance or OpSus.
Medium	Incidents resulting in multiple backup jobs failing within one backup set; or incidents affecting customer’s ability to restore any backup from OpSus (older than 7 days); or incidents resulting in the failure of a single backup job or single restoration job.

Exclusions:

Exclusions 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.