

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 provide the 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 Support.

Service Offerings included in the SLA:

- OpSus Connect

Support Services:

Customer’s Proposal has set forth Customer’s selection of the OpSus Connect service, a CloudWave managed device which includes monitoring and support services from CloudWave.

Support	
Support Hours	24 x 7 x 365

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

Incident Description:

Priority	Description
Critical	Incidents affecting a large portion of the customer healthcare environment, causing production system failure (typically catastrophic), service interruption, outage, or system slowness resulting in significant loss of functionality (e.g., VDI access unavailability for entire hospital).
High	Incidents affecting more than 10 users causing production system failure, service interruption, degradation, or an outage affecting a subset of the customer’s healthcare environment.
Medium	Incidents affecting less than 10 users with no significant impact to the customer’s healthcare environment.
Low	Incidents affecting single users with no business interruption.

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.