



# CloudWave: Service Level Agreement

Last updated: September 15, 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 Cloud Wave’s commitment to Customer for the Services selected by Customer from the options and at the Tier described below, as set forth in Customer’s Proposal. The Recovery Time Objective (RTO) and Recovery Point Objective (RPO) Tiers for each Service level are indicated below. Provided that Customer is in compliance with the Agreement, if CloudWave does not meet the RTO and/or RPO, for the selected Tier, Customer is eligible to receive the Service Credit corresponding to that Tier. 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 govern solely as applied to RTO, RPO and these Service Credits.

Service Offerings included in the SLA:

- OpSus Recover

## Recoverability SLA Options:

Service Tiers:

Customer’s Proposal indicates Customer’s selection of one of the Tiers listed below.

Tier	Compute		Storage		Disaster Protection (Facility)			Service Restoration (OpSus Live Tiers) *	
	Backup	Retention	Backup	Retention	Mode	Source	Recovery	Availability	Support
1. Sterling	Once Daily	3 Days	Once Daily	3 Days	Cold Site	Backup	12 hr. RTO 24 hr. RPO	Standard	Core
2. Gold	Once every 2 hrs.	12 Hours	Once every 2 hrs.	12 Hours	Warm Site	Snapshot	2 hr. RTO 2 hr. RPO	Standard	Core
	- Once Daily	- 3 Days	- Once Daily	- 3 Days					

## Service Credits for OpSus Recover.

Recover credits are triggered only upon Customer declaring a disaster and CloudWave acknowledging and accepting disaster (See Exhibit A: Disaster Declaration Form). As measured from the time that CloudWave accepts Customer’s fully completed and signed disaster declaration. If CloudWave fails to meet the Recovery Time Objective and/or Recovery Point Objective for Customer’s Tier, Customer will be eligible to receive a Service Credit in the amounts set forth in the following table.

## Recovery Time Restoration (RTO).

Contracted RTO	Service Credit
Within Contracted RTO	0%
Within Contracted RTO plus 25%	50% of the OpSus Recover MRC for one month
Within Contracted RTO plus 100%	100% of the OpSus Recover MRC for one month
If exceeds Contracted RTO plus 100%	50% of the OpSus Live MRC for one month

## Recovery Point Restoration (RPO).

Contracted RPO	Service Credit
Within Contracted RPO	0%

Sterling – Missing two consecutive recovery points Gold – Missing twelve consecutive recovery points	50% of the OpSus Recover MRC for one month
Sterling – Missing four consecutive recovery points Gold – Missing twenty-four consecutive recovery points	100% of the OpSus Recover MRC for one month

### Service Credit.

Customer's sole and exclusive remedy for CloudWave's failure to meet its RTO and RPO are the Service Credits set forth in this SLA. 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.

### 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 communication between Customer and CloudWave's data center(s),
- 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.