



CloudWave: Service Level Agreement

Last updated: February 10, 2022

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 Incident Response and Support.

Service Offerings included in the SLA:

- OpSus Vault

Service Level Agreement:

OpSus Vault will regularly secure a backup of customer's information at a minimum of once per day, and as frequently as permitted by the customer's environmental factors, including WAN throughput, LAN throughput, and storage performance (IOPS).

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:

Incident Priority	<i>Initial Contact</i>	<i>Target Resolution</i>	<i>Communication Update</i>
High	<1 Hour	<12 Hours	Every 4 Hours
Medium	<8 Hours	<1 business day	Every 8 Hours



Incident Description:

Priority	
High	Incidents which impact the ability to secure backups on the previously established schedule, such as replication failures between buckets.
Medium	Incidents which do not impact the ability to secure backups on the previously established schedule, such as failures of the reporting engine

Cybersecurity Incidents:

In the event of a cybersecurity incident, customer may request access to a secured copy of a previous backup. CloudWave will engage immediately and begin operations to replicate back from the secure vault in accordance with the needs of the specific incident.

Incident Priority	Initial Contact	Communication Update
High	<15 Minutes	Every Hour

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.