OKTAWAVE

Appendix no. 2 to the Terms of Service

Service Level Agreement for Business Users
("**SLA**")

Definitions

IOPS	Input / output performance per second;
Service Failure (SF)	Event when a Service is unavailable through the fault of the Service Provider, i.e. access to it is completely interrupted for more than 15 consecutive minutes, excluding Scheduled Maintenance;
Measurement Period (MP)	The number of days in a calendar month multiplied by 24 hours
Oktawave Cloud Instance (OCI)	Logical unit functioning in virtualised resources of Oktawave data centres, defined by the volume of RAM (expressed in GB, gigabytes) and the number of processors of certain computing power (expressed in GHz, gigahertz), enabling running an operating system. OCI is a logical equivalent of a server;
Oktawave Cloud Storage (OCS)	Logical unit functioning in virtualised resources of Oktawave data centres, defined by the disk space volume (expressed in GB, gigabytes), available in a public internet network. OCS is a logical equivalent of a network file system;
Oktawave Private Network (OPN)	Logical unit of a private Ethernet network functioning in virtualised resources of Oktwave data centres. OPN is an equivalent of VLAN;
Oktwave Relational Database (ORDB)	Software of relational database functioning as enhancement of the OCI functionality;
Oktawave Volume Storage (OVS)	Logical unit functioning in virtualised resources of Oktawave data centres, defined by the disk space volume (expressed in GB, gigabytes) available in an internal network storage for data storage. OVS is a logical equivalent of the hard drive;
Availability Zone	Geographic region where data centres for the Services are located, i.e. PL_Warsaw – time zone UTC +1 (winter), UTC +2 (summer);
Data Loss	Irreversible loss of the User Data, in full or in part, including, without limitation, their damage, erasure, overwriting, or modification, through the fault of the Service Provider, preventing their recovery without extraordinary outlays by the Service Provider;
Scheduled Maintenance (SM)	Period, notified at least 5 calendar days in advance, when maintenance may be performed causing the Services to be fully unavailable or making the Service availability limited, which must not be longer than 45 minutes per calendar month; the Scheduled Maintenance will only be performed between 11:00 pm and 4:00 am of the geographical time zone for the Availability Zone.

Preamble
This SLA is an Appendix to and an integral part of the Terms of Service and it defines the rights and means of their enforcement by the User in relation to the quality of Services and in the event of Data Loss. This SLA is

applicable to the User only and only to the following Services: Oktawave Cloud Instance, Oktawave Cloud Storage, Oktawave Private Network, Oktawave Relational Database, and Oktawave Volume Storage, provided by the Service Provider under and within the Agreement.

1
Service Level

1. The Service Provider will exercise due diligence to maintain Service parameters at the consistent level determined in this SLA, provided that failure to do so will not constitute non-performance or improper performance of the Agreement (Services).
2. The Service Provider may at any time unilaterally modify the guaranteed level of individual Services, extend this SLA to any new Services, and commence provision of existing Services with the use of equipment/infrastructure of more advanced parameters.
3. As determined by the Service Provider in this SLA, each instance of failure to meet the conditions of specific Service parameters, caused by a Service Failure:
   a. the Post-Paid Users will be awarded a rebate on a portion of a future Fee;
   b. the Pre-Paid Users will be awarded additional Tariff Units.
4. The Parties declare that the guaranteed Service level is not an element of the Service Provider's service, and failure to meet the conditions of specific Service parameters, caused by a Service Failure, will not constitute improper performance / non-performance of this SLA / the Agreement by the Service Provider. The award referred to in section 3 above is a kind of bonus awarded unilaterally to the User by the Service Provider as part of its operations, and in particular this bonus will not constitute damages or the so called post-transaction rebate (discount on remuneration already paid) to which this SLA is not applicable.

2
Measurement

The Service Provider will for each Measurement Period, in regular intervals (every 10 minutes or more frequently), measure the level of Service availability, with the use of software and elements of equipment with the capacity to measure Service availability level on the principles agreed by the Service Provider.

3
Failure Removal

1. Service Failures or failures of its elements may be reported to the Service Provider 24 hours a day, seven days a week.
2. The complaint procedure described in section 11 of the Terms of Service is applicable to the process of Failure reporting.

4
Oktawave Cloud Instance

1. The Service Provider will ensure OCI availability at the level of 99.96% determined according to the following formula:

$$\text{Availability} = \frac{(MP - SM) - SF}{MP - SM}$$

2. Subject to the rules, conditions and exceptions stipulated by the SLA, if the level of OCI availability ensured by the Service Provider in accordance with section 1 above decreases below the level specified in section 1 above for the period of a calendar month:
   a. Post-Paid User will receive a rebate amounting to 100% of the Fee paid by the User for OCI for the month in which the guaranteed level of OCI availability was not reached;

b.   Pre-Paid User will receive Tariff Units in the quantity equivalent to 100% of the Tariff Units redeemed in exchange for OCI for the month in which the guaranteed level of OCI was not achieved.

5
Oktawave Cloud Storage

1.   The Service Provider guarantees OCS availability at the level of 99.96% determined according to the following formula:

$$\text{Availability} = \frac{(MP - SM) - SF}{MP - SM}$$

2.   Subject to the rules, conditions and exceptions stipulated by the SLA, if the level of OCS availability ensured by the Service Provider in accordance with section 1 above decreases below the level specified in section 1 above for the period of a calendar month:
a.   Post-Paid User will receive a rebate amounting to 100% of the Fee paid by the User for OCS for the month in which the guaranteed level of OCS availability was not reached;
b.   Pre-Paid User will receive Tariff Units in the quantity equivalent to 100% of the Tariff Units redeemed in exchange for OCS for the month in which the guaranteed level of OCS was not achieved.
3.   Subject to the rules, conditions and exceptions stipulated by the SLA, if Data Loss occurs in a given calendar month in relation to the provision of OCS, regardless of the quantity and quality of the lost User Data:
a.   the Service Provider will pay to the Post-Paid User contractual penalty amounting to 100% of the Fee paid by the User for OCS for the month in which the Data Loss occurred;
b.   the Service Provider will pay to the Pre-Paid User contractual penalty equivalent to the value of 100% of Tariff Units redeemed in exchange for the OCS for the month in which the Data Loss occurred.

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Oktawave Private Network

1.   The Service Provider guarantees OPN availability at the level of 99.96% determined according to the following formula:

$$\text{Availability} = \frac{(MP - SM) - SF}{MP - SM}$$

2.   Subject to the rules, conditions and exceptions stipulated by the SLA, if the level of OPN availability ensured by the Service Provider in accordance with section 1 above decreases below the level specified in section 1 above for the period of a calendar month:
a.   Post-Paid User will receive a rebate amounting to 100% of the Fee paid by the User for OPN for the month in which the guaranteed level of OPN availability was not reached;
b.   Pre-Paid User will receive Tariff Units in the quantity equivalent to 100% of the Tariff Units redeemed in exchange for OPN for the month in which the guaranteed level of OPN was not achieved.

7
Oktawave Relational Database

1. The Service Provider guarantees ORDB availability at the level of 99.96% determined according to the following formula:

$$\text{Availability} = \frac{(MP - SM) - SF}{MP - SM}$$

2. Subject to the rules, conditions and exceptions stipulated by the SLA, if the level of ORDB availability ensured by the Service Provider in accordance with section 1 above decreases below the level specified in section 1 above for the period of a calendar month:
   a. Post-Paid User will receive a rebate amounting to 100% of the Fee paid by the User for ORDB for the month in which the guaranteed level of ORDB availability was not reached;
   b. Pre-Paid User will receive Tariff Units in the quantity equivalent to 100% of the Tariff Units redeemed in exchange for ORDB for the month in which the guaranteed level of ORDB was not achieved.

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Oktawave Volume Storage

1. The Service Provider guarantees OVS availability at the level of 99.96% determined according to the following formula:

$$\text{Availability} = \frac{(MP - SM) - SF}{MP - SM}$$

2. Subject to the rules, conditions and exceptions stipulated by the SLA, if the level of OVS availability ensured by the Service Provider in accordance with section 1 above decreases below the level specified in section 1 above for the period of a calendar month:
   a. Post-Paid User will receive a rebate amounting to 100% of the Fee paid by the User for OVS for the month in which the guaranteed level of OVS availability was not reached;
   b. Pre-Paid User will receive Tariff Units in the quantity equivalent to 100% of the Tariff Units redeemed in exchange for OVS for the month in which the guaranteed level of OVS was not achieved.
3. Subject to the rules, conditions and exceptions stipulated by the SLA, if Data Loss occurs in a given calendar month in relation to the provision of OVS, regardless of the quantity and quality of the lost User Data:
   a. the Service Provider will pay to the Post-Paid User contractual penalty amounting to 100% of the Fee paid by the User for OVS for the month in which the Data Loss occurred;
   b. the Service Provider will pay to the Pre-Paid User contractual penalty equivalent to the value of 100% of Tariff Units redeemed in exchange for the OVS for the month in which the Data Loss occurred.

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Rebate / Tariff Unit Award

1. To receive a rebate for the portion of the Fee / Tariff Units the User should contact Customer Service Department by email at reklamacje@oktawave.com, within 30 days of the end of the calendar month in which the level of availability Guaranteed by the Service Provider was not reached and specify the Service components and the period for which in the opinion of the User they are entitled to the rebate / Tariff Unit award.
2. When the Post-Paid User is entitled to a rebate for a portion of the Fee in accordance with the SLA, it will be awarded within 14 days of the Service Provider receiving the notification as described in section

1 above, and it will be set off against the invoice for the next billing period, and when the agreed rebate is higher than the value of such invoice, also against the invoice for the subsequent billing period (unused portion of the rebate will expire).

3. When the Pre-Paid User is entitled to Tariff Units in accordance with the SLA, those units will be awarded within 14 days of the Service Provider receiving the notifications as described in section 1 above. The awarded Tariff Units will have the same Validity Period as the other Tariff Units currently held. When the User has no other Tariff Units, the Validity Period of the Tariff Units awarded will be defined in accordance with the Pricing.

4. The month in which the guaranteed level of availability was not reached being used as the basis/reference point to calculate the rebate/awarded Tariff Units is just a method of calculation adopted by the Service Provider.

5. The rebate on a portion of the Fee / award of the Tariff Units may be applied only for the User that observes the Agreement and in particular is not late with any payment of the Fee.

6. Misuse of Services will result in the User being deprived of the right to apply for a rebate on a portion of the Fee / award of Tariff Units in accordance with this SLA.

7. The complaint procedure described in section 11 of the Terms of Service will be applicable to the payment of contractual penalty for Data Loss.

8. This SLA specifies all remedies of the User with regard to Service Failures covered by SLA / Data Loss, subject to the next sentence. This SLA will not be applicable to any Service Failure / Data Loss caused by the Service Provider intentionally. In such case section 13 of the Terms of Service will apply.

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Exclusions

The User will not get a reimbursement of a portion of the Fee / awarded Tariff Units under this SLA for any Service Failure, and the Service Provider will not be held liable for any Data Loss, if the Service Failure or Data Loss, as applicable, was caused by or was related to, without limitation:

- circumstances over which the Service Provider has no reasonable control, including, without limitation, acts of the public authorities, war, uprising, sabotage, embargo, fire, flood, strike, or other circumstances that disrupt the Service Provider's work, unavailability or delays in services provided by third parties to the User or the Service Provider, errors in software delivered by third parties, cyberattacks (including DDoS);
- malfunction or failure of the equipment controlled by the User;
- action or omission of the User or parties acting on its behalf, or Service use in a manner contrary to the Agreement;
- apparent breaches of this SLA reported as a consequence of a failure or errors in any of the Service Provider's measurement systems;
- error / malfunction of a Service that is not covered by this SLA.

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