Service Level Agreement

Guaranteed Uptime

Downtime

**Downtime** is the percentage of possible minutes Cavirin was unavailable during a fiscal year. Cavirin calculates unavailability based on our SaaS cluster monitoring, for both the overall cluster, as well as individual tenants. Please note that the tenant downtime can be different from the cluster downtime.

Uptime Commitment

**Uptime** is the percentage of possible minutes Cavirin was available during a fiscal year. Our commitment is to maintain at least 99.99% Uptime:

\[
\frac{\text{total minutes in fiscal year} - \text{Downtime}}{\text{total minutes in fiscal year}} > 99.99\%
\]

Scheduled Downtime

From time-to-time, Cavirin needs to perform maintenance or upgrades. This type of scheduled downtime is necessary. However, we will give customers at least 48 hours advance notice. In a fiscal year, scheduled downtime won’t exceed 10 hours.

Service Credits/Future credits

If we fall short of our Uptime commitment, we will work with Users to provide a credit.

Support Levels

*Evaluation Products*
Online support is available at https://cavirin.zendesk.com/hc/en-us but, generally, no Support is provided for Evaluation Products.

*Premium Products (Company has paid for a Subscription to access the Product)*

Promptly after receipt of a Problem report (e.g., via our Zendesk support site https://cavirin.zendesk.com/hc/en-us), Cavirin will determine the severity of the Problem based upon the criteria in the table below. Cavirin will use reasonable efforts to acknowledge receipt of Problem reports within the response time set forth in the table below and, if Cavirin confirms that the Problem is with the Product, Cavirin will accept the Problem report and use reasonable efforts to provide Company with a resolution or workaround within the resolution time set forth in the table below corresponding to the severity level of the Problem.

If applicable, Company agrees to provide Cavirin with reasonable access to Company’s networks and environment in order to facilitate Cavirin’s support efforts. If Cavirin provides Company with a reasonable workaround for a Problem, Cavirin may elect to provide a permanent resolution in its next maintenance release of the Product.

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Description</th>
<th>Response Time</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>A major function of the Product is not working properly which prevents use of the Product and causes critical and immediate impact on Company’s business operations.</td>
<td>Two (2) business hours after receipt of the Problem report.</td>
<td>Seven (7) business days after acceptance of the Problem report.</td>
</tr>
<tr>
<td>Medium</td>
<td>A function of the Product is not working properly which interferes with the proper use of the Product and causes moderate impact on Company’s business operations.</td>
<td>One (1) business day after receipt of the Problem report.</td>
<td>Fifteen (15) business days after acceptance of the Problem report.</td>
</tr>
</tbody>
</table>
Data Retention Policy (Reports & Database)

Reports

_Evaluation Products_

Cavirin ensures up to 1 week of report storage for Company’s testing the Evaluation Products. The intent is that an Evaluation Product should download any report that it requires immediately after a scan is completed. The one week is just a grace period to give Company the time to download and required reports to their own storage.

_Premium Products_

Cavirin ensures up to 3 years of report data storage for Company’s who purchase access to the Product. Cavirin will maintain fast, easy access via quicker storage (e.g., S3 in AWS Cloud) for up to 1 year of reports. Older reports, reports older than 1 year but less than 3 years old, will be moved to a slower, archival storage (e.g., Glacier in AWS Cloud).

Reports will be backed up nightly, with a reports data loss possibility of up to one day.

However, note that if Company’s Subscription has expired, Cavirin will maintain reports for up to 6 months (to give an opportunity for Company to renew within this time frame). After the six month period has lapsed, post license expiration, Cavirin does not ensure tenant reports availability. Additionally, any Company with an expired Subscription is responsible for downloading reports to its own storage within a week timeframe.

If a Company requires storage greater than 3 years, Cavirin will work with Company to support such individualized needs.
Database

*Evaluation Products*

Cavirin does not provide any specific database retention policy for Evaluation Products.

*Premium Products*

Cavirin will back-up it’s SaaS database nightly, with a possible data loss possibility of up to one day. Additionally, we will maintain Company’s tenant database for 1 year after license has expired (to give an opportunity for customer to renew within this time frame). After one year, post license expiration, Cavirin does not ensure tenant database availability.

License Expiration / Termination

*Evaluation Products*

Upon the end of the Evaluation Period, Cavirin will no longer be responsible for data retention for either reports or for the tenant database. However, in an interest to give the Company some time to renew, Cavirin may at its own discretion maintain reports for up to 6 months and the database for up to 1 year.

*Premium Products*

Company, upon license expiration or termination, is responsible to ensure that any required reports or data is downloaded prior to expiration.

Updates

We may change our Service Level Agreement as our business evolves. The most current version of our Service Level Agreement is available by visiting this page.