Customer Support Service Level Agreement

Clumio, Inc. ("**Clumio**") aims to provide its Customers with best-in-class global technical support via highly trained Support Engineers. This Clumio Customer Support Service Level Agreement ("**Support Agreement**") details the Support Levels available to Clumio's software-as-a-service Customers.

I. Customer Support

1. **Support Levels Entitlements**

Entitlements	Premium	Standard Plus
24x7x365 Follow-the-Sun Support for P1 Cases	Included	Not Included
Phone Support via +1 (855) 596-3391	Included	Included
Online Support and Email • https://support.clumio.com • support@clumio.com	Included	Included
Clumio Knowledge Base (KB) and Product Documentation Access	Included	Included

2. **Support Service Level Response Times**

Case Severity	Premium	Standard Plus
P1 (Urgent)	Initial Response Target Time: One (1) hour. *Minimum Periodic Updates provided daily until case severity is downgraded or case is resolved.*	Initial Response Target Time: Two (2) business hours. *Minimum Periodic Updates provided daily until case severity is downgraded or case is resolved.*
P2 (High)	Initial Response Target Time: Two (2) business hours.	Initial Response Target Time: Eight (8) business hours.
P3 (Medium)	Initial Response Target Time: One (1) business day.	Initial Response Target Time: Two (2) business days.
P4 (Low)	Initial Response Target Time: Two (2) business days.	Initial Response Target Time: Four (4) business days.

3. Clumio Support Hours

Premium	Standard Plus
P1: 24x7x365 P2-4: 6am–6pm PT Mon-Fri Excluding recognized US Holidays	P1-4: 6am-6pm PT Mon-Fri Excluding recognized US Holidays

4. Support Case Severity Definitions

The Clumio Support Team categorizes case severity in the four levels described below.

Case Severity	Definition
P1 (Urgent)	A critical issue that renders the Clumio Service to be completely unavailable or makes the production use of the Clumio Service impossible, with no workaround or alternative available.
P2 (High)	An error that impairs key portions of the Clumio Service, resulting in the Customer's inability to use the service without expending significant time or effort to circumvent the error.
P3 (Medium)	An error may cause partially impact the Clumio Service, but Customers are still able to access and use some functionality of the Service.
P4 (Low)	Non-critical feature or product request, request for documentation, general questions. No impact on the Customer's access to and use of the Clumio Service.

5. Support Exclusions

Clumio will have no liability for any failure to meet the Service Levels to the extent arising from: (i) use of the Service by Customer other than as authorized under the Agreement or Documentation; (ii) factors outside of Clumio's reasonable control, including any force majeure event, Customer's Internet access, or other problems beyond the demarcation point of the Service; (iii) any actions or inactions of Customer or any third party not under Clumio's direct control; (iv) that result from misuse, unauthorized modification, or Customer or third party equipment, software, services, or technology not within Clumio's direct control; (v) evaluation or proof-of-concept use of the Service; (vi) Clumio's preview features (e.g., pre-release or beta functionality not intended for production use); (vii) any unavailability, suspension or termination of any cloud service provider, or any other cloud service provider performance issues; or (viii) Clumio's suspension or termination of Customer's right to use the Service in accordance with the Agreement. Clumio will have no obligations to provide support for Clumio's preview features, third party software or services, or custom scripts or code not native to the Clumio Service.

II. Service Level Agreement for Premium Support

This Service Level Policy describes the system availability commitments provided to Customers with Premium Support.

1. **Definitions**.

1.1. "**Availability**" means a percentage calculated during each calendar month that the SaaS Solution is operational using the following formula: (Available Hours minus Unavailability) ÷ (Available Hours).

1.2. "**Available Hours**" means the total number of hours in the 24-hour period each day (including holidays) during a calendar month.

1.3. "**Error**" means an incident that investigation reveals is caused by the SaaS Solution's failure to perform scheduled backup tasks or the initiation of restore tasks across an entire Clumio region. An incident will not be classified as an Error if (a) the SaaS Solution is not used for its intended purpose; (b) the incident is caused by Customer's systems or equipment or (c) the incident is related solely to a Third Party Application.

1.4. "**Exclusions**" means the time the SaaS Solution is Unavailable for reasons during or due to any of the following:

    i.   Customer's failure to back up or restore data in the SaaS Solution in accordance with Clumio's written instructions for use of the SaaS Solution. Though, upon being notified of such a case, Clumio will endeavor to help Customer address the failure.
    ii.   Customer or User equipment
    iii.   Factors outside of Clumio's reasonable control, including but not limited to outages caused by the failure of or attacks on public network or communications components or external service providers provided that the data center is served by redundant connections to the internet from multiple internet service providers.
    iv.   Evaluation or proof-of-concept use of Clumio Services; or
    v.   Clumio's early-access features (e.g., beta functionality not intended for production use)
    vi.   Scheduled maintenance that is communicated to Customer in advance at least ten (10) business days in advance that occurs during non-business hours; provided that such scheduled maintenance is limited to a maximum of 2 hours in any calendar month.
    vii.   Attacks (i.e. hacks, denial of service attacks, malicious introduction of viruses and disabling devices) caused by third parties.

1.5. "**Target Availability**" means an Availability of Ninety-Nine and 9/10 Percent (99.9%).

1.6. "**Unavailability**" means any number of hours during which the SaaS Solution is not available to the Customer for reasons other than Exclusions.

2. **Service Availability**. Clumio will meet the Target Availability each calendar month.

3. **Remedies and Credits**. Customer may immediately terminate the Agreement for cause if the Availability is less than 99.9% for any four (4) consecutive months in any twelve (12) month period. If Clumio does not satisfy the Target Availability levels set forth below, Clumio shall credit Customer the amount set forth below ("Service Credits"):

    3.1. If Target Availability is at least 99.9%, no credit is awarded.

    3.2. If Target Availability is below 99.9% but at least 99.0%, Clumio shall credit Customer's account three percent (3%) of the fees paid to Clumio for the month during which the Target Availability was at such level.

    3.3. If Target Availability is below 99.0% but at least 95%, Clumio shall credit Customer's account ten percent (10%) of the fees paid to Clumio for the month during which the Target Availability was at such level.

    3.4. If Target Availability is below 95%, Clumio shall credit Customer's account twenty-five percent (25%) of the fees paid to Clumio for the month during which the Target Availability was at such level.

4. **General Terms**

This Support Agreement supplements the Clumio Terms of Service (or other written agreement covering the same subject matter executed by Clumio) for the applicable Clumio Service purchased by Customer. Capitalized terms not specifically defined in this Support Agreement will have the same meaning as in the Terms of Services. Clumio reserves the right to update this Support Agreement from time to time, as noted by the "Last Updated" date below.

Last Updated: June 17, 2022