



## YOUR COMPANY NAME

("CLIENT" OR "THE CLIENT")

### Managed Storage

Secure Shore Limited operates a data centre offering a variety of Cloud storage solutions. The services described in this SLA are provided within the Bahamas Logistic Centre, which is a Disaster Recovery Facility operating since 2008. The Centre offers very high levels of security and protection enforced and regulated at every level.

1. This Service Level Agreement is valid only if integrated with the following exhibits signed by the parties, which can be finalized and executed and separately from the SLA.
  - 1.1. Performances offered by Secure Shore at the centre.
  - 1.2. Specifications and requirements by the client.
  - 1.3. Prices of the Service offered in this SLA.
2. Secure shore will host and maintain in its facility (details on exhibit 1.1) a server designed for the Client (details on exhibit 1.2) at the cost agreed (details on exhibit 1.3) and accordingly with the terms described in this Agreement.
3. Secure Shore will maintain the server healthy and operating with its own resources of labors and materials, consumables and miscellaneous expenses involved and associated.
4. Storage quotas are available in blocks of 50GB storage up to 450GB. Customers with large scale solutions may like to consider dedicated filers.
5. Except to the extent otherwise specifically provided herein or in the Agreement, this SLA becomes effective the second working day after the 3 exhibits have been signed and all of the information requested by Secure Shore IT manager have been provide by the Client.

## Data Backup Services

### 6. Data Backup

6.1. Secure Shore will backup all files and file systems designated by Customer ("Files") by establishing a network connection from Customer's Equipment to Secure Shore's storage infrastructure.

### 7. Retention

7.1. Files and transaction logs stored on tape ("Stored Files") will be retained for fourteen (7) days, after which, Secure Shore may, at its option, destroy the Stored Files. Unless otherwise designated, Stored Files will be retained on the Premises.

### 8. Customer Permission

8.1. Customer expressly grants Secure Shore and Secure Shore's third party service providers, for the purpose of providing the Data Backup Services described in this Schedule, the right to access the Customer Equipment and the right to reproduce the Files.

### 9. Exceptions

9.1. Customer shall not receive any credits under this SLA in connection with any failure of deficiency of the Data Backup Services or a failure to meet the SLA that is caused by or associated with any of the following:

9.1.1. circumstances beyond Secure Shore's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, acts or omissions of third party not engaged or authorized by Secure Shore, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement;

9.1.2. failure of access circuits to the Secure Shore Network (as defined in clause (i) below), unless such failure is caused solely by Secure Shore;

9.1.3. failure of customer's Internet access service, unless such service is provided by Secure Shore and failure is caused solely by Secure Shore;

9.1.4. failure of Customer Equipment used in connection with the Data Backup services

9.1.5. scheduled and emergency maintenance;

9.1.6. "Secure Shore Network" means the Secure Shore owned and operated Internet Protocol (IP) routing infrastructure consisting solely of Secure Shore measurement devices at selected Secure Shore points of presence and the connections between them.

10. Hardware replacement

10.1. 60-minute replacement of the following Secure Shore-provided hardware:

- 10.1.1. Hard drive
- 10.1.2. Memory
- 10.1.3. Processor
- 10.1.4. Network Interface Card
- 10.1.5. Motherboard (results in complete server replacement)
- 10.1.6. Hardware firewall

10.2. Secure Shore will repair or remove and install reasonably comparable replacements if it determines, in its sole discretion, that the hardware is defective. The period listed above begins upon such determination. The period listed above refers only to the time required to physically repair or replace the failed hardware element and does not apply to any time spent: (a) addressing data, operating systems, or other software or systems corrupted or destroyed by hardware failures; or (b) communicating with Customer regarding permissions or instructions.

11. Support Response Time

- 11.1. Emergency - 60 minutes
- 11.2. Non-Emergency - 120 minutes

12. Secure Shore maintains a team of multiple supporting expertise actively on duty 24 hours per day, every day of the year, providing Customer assistance via telephone, online chat, and online support tickets. Resolution and repair times vary, and this SLA does not address them.

13. Power availability and performance

- 13.1. Availability: 99.99%
- 13.2. Voltage fluctuations: +/- 10%

14. A power Failure is a loss of electrical power or a voltage fluctuation, exceeding the limits above, in any part of the delivery system (utility company supply, on-site generation, UPS, circuit, or power strip) which causes Customer's hardware to shut down. A period of power-related Failure is measured from the time that the support request is opened to the time that the electrical supply is restored, and does not include any time required to remedy any issues resulting from the electrical failure.

15. Cooling and environment

- 15.1. Data Centre Temperature: 67 - 74 degrees Fahrenheit
- 15.2. Relative Humidity: 35% - 60%
- 15.3.

16. Server power cycling: < 15 minutes

- 16.1. The Service includes an automated system for cycling each individual power circuit.
- 16.2. The Customer Portal allows Customer to request an immediate power cycle (a "Reboot Request").

16.3. This SLA applies only to requests for power cycling initiated through such automated system. The figure listed above is the maximum period between the time of the Reboot Request and either the actual server power cycling or notice to Customer that the power cycling failed.

**FOR THE CLIENT**

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**FOR SECURE SHORES:**

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_