

FileWave On-Premise Service Level Agreement

This Service Level Agreement (this “SLA”) is incorporated into the Terms of Service between FileWave and Customer (the “Agreement”).

The provisions of the Terms of Service resp. End-User License Agreement also apply to this SLA.

A. DEFINITIONS

“Designated Support Liaisons” means the two individuals specifically designated by Customer to coordinate error response and FileWave support.

*Note—Customer may request additional Designated Support Liaison(s) for an additional fee.

“Level 1 Error” refers to an error, excluding any Maintenance Period, that causes the FileWave server to cease operating, and which is likely to cause widespread or irreversible damage to the customer’s existing deployment or infrastructure.

“Level 2 Error” refers to an error, excluding any Maintenance Period, that causes the FileWave server to fail in regard to a critical or primary function in the current deployment environment, and which may cause reversible or localized damage to the customer’s existing deployment or infrastructure.

“Level 3 Error” refers to an error or product behavior, excluding any Maintenance Period, that causes a failure or undesired output from a minor component in the FileWave system, and while the error or behavior may be inconvenient for the customer, it does not cause imminent or irreversible damage to their deployment.

“Level 4 Error” refers to a minor error or unexpected product behavior, excluding any Maintenance Period, which includes user support for requests of best practices, templates, guidance for deployments, or feature requests.

“Maintenance Period” refers to any scheduled maintenance on the SaaS platform. FileWave will announce planned maintenance in advance to ensure minimal disruption. Details about scheduled maintenance, including timing and expected impact, will be available on our Cloud Hosting / Services Maintenance Schedule. Emergency maintenance may occur without prior notice.

“Response” refers to an email, telephone, or in-person acknowledgment of a Trouble Ticket.

“Trouble Ticket” means a written trouble ticket properly submitted to FileWave at help.filewave.com or help@filewave.com by one of Customer’s Designated Support Liaisons.

B. BACKUP

The Customer is solely responsible for performing regular backups of all Customer Data stored on the FileWave server. The Customer must ensure that these backups are conducted daily and securely retained for a period that meets their data retention and recovery requirements. FileWave is not responsible for the accuracy, integrity, or protection of Customer Data during the backup process. The Customer must take all reasonable measures to safeguard their data, including the use of appropriate backup tools and practices.

C. ERROR RESPONSE TIME AND REMEDY

Level 1 Error – Response Time: 2 Hours.

FileWave will work to restore the server to a state of normal operation. This may be achieved using a work-around, temporary solution while a more permanent solution is found.

Level 2 Error – Response Time: 4 hours.

FileWave recognizes that this emergency may be caused by outside factors (deadlines, deployments, unexpected load) and will work to resolve the issue as quickly as possible for the customer.

Level 3 Error – Response Time: 8 hours.

FileWave will assist the customer in navigating around this issue while working to determine the root cause. If the issue is found to result from a defect in the FileWave product, the FileWave support team will follow the procedures for a Level 1 or 2 incident. If the issue is due to incorrect or lack of documentation, the support team will ensure the documentation is appropriately updated.

Level 4 Error – Response Time: 24 hours.

FileWave is available to assist customers with questions regarding best practices or other issues with their deployments. Every effort will be made to ensure these questions are answered in a timely fashion and feature requests are properly documented and delivered to the correct departments.

D. SUPPORT AVAILABILITY

FileWave provides technical support 24 hours a day, 5 days a week (24/5), from Monday to Friday. Support requests submitted outside these hours, including weekends, may not receive immediate attention and could be addressed on the next business day.

E. CUSTOMER RESPONSIBILITIES

Server access:

For Level 1, 2, and 3 Errors, FileWave may need access to mission-critical servers and services (such as the customer's FileWave server and related infrastructure). To assist with this support, the customer agrees to provide FileWave with system-level control of FileWave servers and appliances, or to remain available during the performed work to grant access on an as-needed basis for the support team. Failure to provide access to the required servers may impede FileWave's ability to help resolve the issue.

Data collection:

FileWave may be required to capture a copy of the customer's database and logs to further investigate the issue with the development team by using our uploader tool (UT) or by a manual process.

Environment access:

For all levels of incidents, FileWave may require access to the customer's environment. This access will be provided using a screen-sharing tool or other remote access methodology to be determined during work on the incident.

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