

Qumulo Cloud Q for Azure

SaaS Service Level Agreement

This Service Level Agreement for Cloud Q for Azure (this “SLA”) is part of your Software Subscription Agreement (“Agreement”). Capitalized terms used but not defined in this document will have the meaning assigned to them in the Agreement. “You” or “your” shall have the same meaning as Customer in the Qumulo Software Subscription Agreement.

SERVICE LEVELS AND SUPPORT

Service Levels Agreements: Qumulo will use commercially reasonable efforts to make the Subscription Services available during your Term, twenty-four (24) hours a day, seven (7) days a week, except for excused downtime, which, for purposes of the Subscription Services, means (i) planned downtime (with reasonable advance notice), of the Subscription Services; (ii) emergency downtime of the Subscription Services; and (iii) any unavailability of the Subscription Services caused by circumstances beyond Qumulo’s reasonable control. You acknowledge and agree that these service levels are performance targets only and any failure of Qumulo to meet any service level will not result in any breach of the Agreement or any payment or liability of Qumulo to you.

Support: Qumulo will provide reasonable technical support via the means outlined in the KB article “Contact Qumulo Care” (<https://care.qumulo.com/hc/en-us/articles/115008409408>) in connection with your Use of the Subscription Services during Support Hours, subject to the following conditions: (i) prior to initiating any support request, you will have first attempted to resolve the issue generating the need for such support; and (ii) you will reasonably cooperate with Qumulo support staff as needed to resolve the issue.

Response Times: The initial response time is based on the severity level and is calculated from when the Qumulo Care team first learns about the problem:

Severity Level 0: 2 hours; 24×7

Severity Level 1: 2 hours; 24×5

Severity Level 2: 2 hours; 24×5

Severity Level 3: 6 hours; 24×5

Severity Level 4: 6 hours; 24×5

Severity Levels:

- Severity 0 - Outage, data loss or corruption. Example: File system is unavailable.
- Severity 1 - High business impact, but the file system is still functional. Example: Existing NFS exports work properly, but users cannot create new ones, required for a business-critical function.
- Severity 2 - Bad bug, but a workaround is available. Example: Files cannot be accessed through an NFS mount, but using the REST API is an acceptable short-term workaround.
- Severity 3 - Poor user experience or annoyance. Example: A hover dialog lingers for ~5s after changing.
- Severity 4 - Cosmetic, other. Example: Change in the background color of a dialog box.