



RECOVERY VAULT

Secured with confidence

SERVICE LEVEL AGREEMENTS V1.1



1. Introduction

This Service Level Agreement (“SLA”) outlines the service levels for Recovery Vault BV’s managed applications and SaaS services (“Services”) provided to customers (“Customer,” “you,” “your”). This SLA is an integral part of the terms and conditions governing your use of the Services. By using our Services, you agree to comply with and be bound by this SLA.

2. Definitions

Managed Applications: Applications managed by Recovery Vault BV and running in the Customer’s own Azure subscription.

SaaS Services: Software-as-a-Service offerings provided by Recovery Vault BV.

Uptime: The percentage of time the Services are available and operational, excluding scheduled maintenance and Force Majeure events.

Downtime: The total accumulated minutes the Services are unavailable during a calendar month, excluding scheduled maintenance and Force Majeure events.

Business Hours: 9:00 AM to 6:00 PM CET, Monday through Friday, excluding public holidays.

3. Service Availability

3.1 Uptime Commitment

Recovery Vault BV commits to providing at least 99.5% uptime for both Managed Applications and SaaS Services during each calendar month. For the Managed Application this is only possible if Recovery Vault BV has management access to the resources.

3.2 Calculation of Uptime

Uptime percentage is calculated as follows:

$$\text{Uptime Percentage} = \left(\frac{\text{Total Minutes in a Month} - \text{Downtime}}{\text{Total Minutes in a Month}} \right) \times 100$$

3.3 Scheduled Maintenance

Scheduled maintenance will be performed outside of Business Hours and will not exceed four (4) hours per month. Customers will be notified at least 48 hours in advance of any scheduled maintenance.

4. Support

4.1 Support Hours

Support for the Services is available during Business Hours.

4.2 Support Channels

Customers can access support through the following channels:

- Email: support@recoveryvault.net
- Support Portal: <https://recoveryvault.net/support>

4.3 Response Times

Recovery Vault BV commits to the following initial response times based on the severity of the issue:

- **Critical** (Service completely unavailable): within 1 hour during Business Hours.
- **High** (Major functionality impaired): within 4 hours during Business Hours.
- **Medium** (Minor functionality impaired): within 8 hours during Business Hours.
- **Low** (General questions or minor issues): within 24 hours during Business Hours.

5. Service Credits

5.1 Eligibility

If Recovery Vault BV fails to meet the Uptime Commitment, you may be eligible for service credits. To claim service credits, you must contact Recovery Vault BV within 30 days of the end of the month in which the Uptime Commitment was not met.

5.2 Calculation of Service Credits

Service credits will be calculated as a percentage of the monthly service fee for the affected Services, as follows:

- **99.0% – 99.5% Uptime:** 5% service credit
- **95.0% – 99.0% Uptime:** 10% service credit
- **Below 95.0% Uptime:** 20% service credit

5.3 Maximum Service Credits

The maximum service credits issued in any given month will not exceed 20% of the monthly service fee for the affected Services.

5.4 Exclusions

Service credits will not be provided for Downtime resulting from:

- Scheduled maintenance.
- Customer's acts or omissions.
- Failures in the Customer's network or hardware.
- Force Majeure events.

6. Customer Responsibilities

To be eligible for the service levels and support described in this SLA, Customers must:

- Ensure their systems and networks meet the minimum requirements for using the Services.
- Provide accurate and current contact information to Recovery Vault BV.
- Cooperate with Recovery Vault BV's support team to resolve issues promptly.

7. Amendments

Recovery Vault BV reserves the right to modify this SLA at any time. Any changes will be communicated to Customers at least 30 days in advance. Continued use of the Services after such changes constitutes acceptance of the new SLA.

8. Governing Law

This SLA shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in the Netherlands to resolve any dispute arising out of this SLA.

9. Contact Information

If you have any questions about this SLA, please contact us at:

Recovery Vault BV
Provincialeweg 138, 4909 AM, Oosteind
info@recoveryvault.net

By using our Services, you acknowledge that you have read, understood, and agree to be bound by this Service Level Agreement.