

Applicable as of: 09/03/2021

For the terms of service applicable to agreements concluded before 09/03/2021 please contact the Customer Service.

TERMS OF THE “CLOUD OPERATIONS SUPPORT” SERVICE

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1. DEFINITIONS

Migration	Service consisting of providing support of Service Provider's system administrators in the preparation of the infrastructure functioning within the Cloud with configuration of services on individual Servers. Migration may be subject to an additional fee depending on the size of the environment being migrated.
Basic Fee	Fixed (subscription) fee specified in Appendix no. 1 to these Cloud Operations Support Terms, charged in advance on a monthly basis, regardless of the number of Servers covered by Cloud Operations Support.
Server Fee	Subscription fee specified in Appendix no. 1 to these Cloud Operations Support Terms, for each Server covered by Cloud Operations Support, in accordance with the selected Package, charged in advance on a monthly basis.
Package	Cloud Operations Support variant, in accordance with Appendix no. 1 to these Cloud Operations Support Terms.
Cloud Operations Support	Administration and supervision of Servers, including performance of tasks in the Servers ordered by the User, such as, without limitation, installation and configuration of operating systems, ongoing verification of machine status (logs, reports, etc.), responding to alerts from monitoring systems or other sources (of alerts), in accordance with the Package held by the User.
Terms of Service	The Oktawave Terms of Service for Business Users. Current version of the Terms of Service is always available at https://www.oktawave.com/pl/regulamin also in PDF file format.

Cloud Operations Support Terms	These Terms of "Cloud Operations Support" Service, the current version of which is available at https://www.oktawave.com/pl/regulamin also in PDF file format.
Server	virtual server: made available to the User in the Cloud, as part of the Services performed by the Service Provider; physical server: constituting the property of the User, made available to the Service Provider for the purpose of performance of actions agreed by the Parties in the Agreement (including colocation).
System	Runtime environment comprising one or more Server.
Agreement	The agreement executed between the Service Provider and the User for the provision of Services, including as determined in the Terms of Service.
Service Provider	Oktawave S.A. with its registered office in Warsaw, ul. Poleczki 13, 02-822 Warsaw, address for correspondence: Puławska 464, 02-884 Warsaw, entered in the Commercial Register of the National Court Register kept by the District Court of the City of Warsaw, 13th Commercial Division of the National Court Register under the number KRS 0000858468, NIP 5213633306; REGON 146197794; share capital PLN 5 397 410,00 (paid in full).
Appendix no. 1	Appendix no. 1 to these Cloud Operations Support Terms "Principles of Cloud Operations Support Use and Package Descriptions", which is an integral part of these terms.

2. GENERAL PROVISIONS

- 2.1. The User has entered into the Agreement with Oktawave and under that Agreement Oktawave provides to the User specific Services. These Cloud Operations Support Terms specify the rules of performance of an additional service to the User, i.e. the Cloud Operations Support.
- 2.2. All capitalized phrases not defined in section 1 above will have the meaning assigned to them in the Agreement (including, without limitation, in the Terms of Service).
- 2.3. Cloud Operations Support is a service available exclusively to Users that are not consumers.
- 2.4. Matters not regulated in these Cloud Operations Support Terms will be governed by the Agreement and the Terms of Service, as applicable.

3. CLOUD OPERATIONS SUPPORT COMMENCEMENT

- 3.1. Before Cloud Operations Support commencement, the User will supply to the Service Provider all necessary information, including filled out form (furnished by the Service Provider for that purpose) containing basic information on the User's infrastructure and the intended ways of using the Cloud and Cloud Operations Support. On the basis of the aforementioned form the Service Provider will:
 - a. notify the User of the expected fee for Cloud Operations Support and at the User's request will provide information on estimated costs of Service provision (making Cloud resources available to the User);
 - b. plan the Migration;
 - c. determine the proposed date of Migration commencement and will confirm it with the User via email.
- 3.2. The User undertakes to make every effort, to the extent controlled by the User, for the Migration to be completed within 1 calendar month of Migration commencement confirmation by the Service Provider in an email message. The User undertakes, without

limitation, to immediately (i.e. within 2 business days) transmit to the Service Provider all technical information, necessary to complete the Migration, requested from the User by the Service Provider.

- 3.3. When the 1-month period referred to in section 2 above is exceeded due to the User's fault, further Migration may depend on the User paying additional fee for the Migration, at the amount set out by the Service Provider. Where the Migration is abandoned (the User did not consent to pay the fee or the Migration was not completed within the next calendar month due to reasons attributable to the User), the User will pay to the Service Provider a one-time fee for all already executed task to perform the Migration (technical/migration consultancy), at the total amount equivalent to one-month Cloud Operations Support fee determined in accordance with section 1(a) above.
- 3.4. Commencement of Cloud Operations Support under the Package selected by the User occurs following completion of Migration, within 1 month of Migration completion. The time of Cloud Operations Support commencement will be confirmed by the Service Provider in an email sent to the User (other forms will not be valid).

4. SCOPE OF CLOUD OPERATIONS SUPPORT AND SERVICE PROVIDER'S FEE

- 4.1. The scope of Cloud Operations Support, rules of its use and the amount of the fee charged by the Service Provider, depending on the selected Package, are defined in Appendix no. 1.
- 4.2. The Service Provider's Fee for Cloud Operations Support will be charged as the sum of the Basic Fee and Server Fee(s) on the first day of each month, in advance, and where the Cloud Operations Support is commenced in the course of a calendar month, on the first day of its provision.
- 4.3. The fee for Migration service will be included in the Cloud Operations Support fee, subject to the provisions of section 3(3) and 6(4) of these Cloud Operations Support Terms and the next sentence. If in the opinion of the Service Provider Migration may in a given case require considerably more work than normally, the Service Provider may charge additional fee for the Migration or may refuse to perform it.

5. CONTACT WITH SERVICE PROVIDER'S ADMINISTRATORS AND COMPLAINTS

- 5.1. The Client may submit a complaint regarding Cloud Operations Support as described in the Terms of Service.
- 5.2. Should the Service Provider fail to perform the obligations described in section 2(3) of Appendix no. 1, and as a consequence the System becomes unavailable, the User may claim compensation in the form of lower Service Provider's fee in the next month of provision of Cloud Operations Support service (rebate), at the amount specified in Appendix no. 1. The compensation will be calculated individually for the System that became unavailable, based on the sum of Server Fees paid by the User for that System for the month of the System unavailability.

6. CLOUD OPERATIONS SUPPORT TERMINATION

- 6.1. The User may terminate the Cloud Operations Support for one or more Server(s) or System(s) with one month's notice taking effect at the end of the calendar month. The same notice period will apply also to termination/resignation for cause. Termination notice must be in writing or sent via email to be valid.
- 6.2. The Service Provider may terminate provision of the Cloud Operations Support for one or more Server(s) or System(s) with three months' notice taking effect at the end of the calendar month.
- 6.3. Cloud Operations Support may be provided exclusively during the term of the Agreement. Notwithstanding other provisions of these Cloud Operations Support Terms, Agreement termination will be equivalent to the termination of the Cloud Operations Support service.

- 6.4. Should Cloud Operations Support provision be terminated for a Server or System for reasons attributable to the User before the end of the third full month of that service for such Server or System, the User will pay to the Service Provider additional fee for the Migration already performed, equal to three times the Cloud Operations Support fee, referred to in section 1(1)(a) above, less any Cloud Operations Support fee already paid by the User or due from the User for the period of the provision thereof.

7. FINAL PROVISIONS

These terms with appendices constitute a standard agreement of the Service Provider and they are subject to, without limitation, the provisions of section 20 of the Oktawave Terms of Service for Business Users.

Appendices:

1. Principles of Using Cloud Operations Support and Package Descriptions

APPENDIX NO. 1: PRINCIPLES OF USING CLOUD OPERATIONS SUPPORT AND PACKAGE DESCRIPTIONS

1. PRINCIPLES OF USING CLOUD OPERATIONS SUPPORT

- 1.1. Standard working hours of the Cloud Operations Support team administrators: 8:00 – 20:00 CET on business days¹. The response time to User's requests defined in section 2 below is applicable during the administrator's working hours only.
- 1.2. Outside the working hours the Cloud Operations Support team administrators respond to alerts from the Services monitoring systems 24/7/365.
- 1.3. Cloud Operations Support requests should be submitted through the form available in the User Account (<https://nap.oktawave.com> and instruction: *Support – New Request – Cloud Operations Support*). In exceptional cases it is possible to send a request to support@oktawave.com, with message subject "Cloud Operations Support Request"), which may, however, result in longer response time as it may be necessary to properly verify the User and obtain necessary information, and the Service Provider will not be liable for that.
- 1.4. Telephone requests are also possible for selected Packages, provided that the User registers authorised telephone numbers or gives a PIN and the person submitting the request agrees to the call being recorded. The User is obliged to immediately follow up any telephone request also with appropriate form or e-mail message.
- 1.5. For selected Packages other channels may be also provided for submitting Cloud Operations Support requests, including with the use of third-party vendors' communication platforms (such as Microsoft Teams). The Service Provider may introduce specific conditions of submitting requests that way. The User is obliged to immediately follow up any request with appropriate form or e-mail message.
- 1.6. Each request may only concern one issue / problem / configuration change. A request should contain all necessary information. Failure to provide information necessary to process the request may prolong the response time, and the Service Provider will not be liable for that.
- 1.7. Each time when the User submits an inquiry to the Service Provider's administrators, the User is obliged to adequate reply to any communication addressed to the User by the Service Provider, within 48 hours following its sending by the Service Provider. No adequate reply within that time will result in the ticket/request being deemed invalid and it will be closed as resolved in accordance with the User's will.
- 1.8. The Service Provider's administrators performing Cloud Operations Support activities are authorised as User's system administrator to the extent in which the User uses Cloud resources (following Migration).
- 1.9. When the User uses a Package which does not include management of the Services parameters by the Service Provider, any changes of the Services parameters require notice to the Service Provider.
- 1.10. When the User uses a Package that includes management of the Services parameters by the Service Provider (including, without limitation, option to increase the resources or change parameters of the environment by the Service Provider's administrators so it is possible to maintain continuity and stability of its functioning), the User acknowledges that any such change of Services parameters may cause higher costs of the environment functioning, in accordance with the Agreement, and is obliged to cover such costs.

2. PACKAGE DESCRIPTIONS

- 2.1. All amounts specified in this section are net amounts.
- 2.2. The Service Provider's fee is set for a month (billing period) in accordance with the table below, as the sum of the Basic Fee and Server Fees (for each Server covered by Cloud Operations Support):

¹ Days other than Saturdays, Sundays, and public holidays.

	SILVER	GOLD	PLATINIUM
Basic Fee/mth	PLN 500		
Server Fee/mth	PLN 300.00 ²	PLN 500.00	PLN 900.00

2.3. The scope of services for individual Packages is specified in the table below:

	SILVER	GOLD	PLATINIUM
Client support in the selection of appropriate technologies and technical solutions ³	✓	✓	✓
Installation and configuration of single-server environments	✓	✓	✓
Response to any alerts from the monitoring systems or other sources concerning the system covered by the administration service	✓	✓	✓
Software update at the client's request due to security vulnerabilities	✓	✓	✓
Client infrastructure monitoring directly at the operating system level	✓	✓	✓
Website monitoring with the use of Oktawave Watch service ⁴	✓	✓	✓
Infrastructure planning and preparation in terms of effectiveness, security, and cost optimisation	✓	✓	✓
Installation and configuration of components that are necessary to ensure High Availability (HA) environment	-	✓	✓
Installation and configuration of Web Application Firewall	-	✓	✓
Ongoing care consisting of daily verification of the system status and log analysis	-	✓	✓
Cyclical vulnerability scanning of operating systems and applications at the Client's request ⁵	-	✓	✓
Infrastructure availability for performance tests ⁶	-	-	✓
Development of test scenarios ⁷	-	-	✓

² When the Client requests the backup service, the fee charged for the Silver Plus package is PLN 350. The fee is fixed for each OCI instance (Server)/mth and is charged monthly in advance regardless of how much space (GB) has been purchased for backup storage.

³ Support of hosting panel management or other services related to further resale of Oktawave resources are subject to individual regulations.

⁴ Such as User domains, websites

⁵ Oktawave determines the scanning method, including the solution used. Oktawave may request additional remuneration for the performance of certain tasks, for example, due to scanning frequency, the solution used, or if in the opinion of Oktawave the tasks may in a given case require more work or outlays than normally.

⁶ Server number and size (vCPU / GB RAM) and the time of infrastructure availability are agreed on a case-by-case basis.

⁷ May be subject to additional fee.

Creation of dedicated monitoring scenarios	-	-	✓
Creation of dedicated scripts at the Client's request	-	-	✓
Provision of installation scripts (IaC)	-	-	✓
Generating monthly reports of works and service performance at the Client's request (report contents determined by Oktawave considering Client's needs)	-	-	✓
Backup service to a separate data centre ⁸	+ PLN50 net ⁹	included	included
Backup storage space in a separate data centre (fixed net amount for each commenced 100 GB)	PLN 14.40 / 100 GB	PLN 14.40 / 100 GB	PLN 14.40 / 100 GB
Backup - frequency ¹⁰	dynamically	dynamically	as scheduled
Contact via internal request system	✓	✓	✓
Telephone contact	-	✓	✓
Contact via communication platforms: Slack, Microsoft Teams ¹¹	-	-	✓
Permitted number of client's authorised contacts	1	5	no limit
Limit of requests per month ¹²	5	15	40
Response time to implementation/reconfiguration request (business days, 8:00 - 20:00)	< 8 h	< 4 h	< 2 h
Response time in case of failure (monitoring alert or request, 24/7/365)	< 2 h	< 1 h	< 30 min
Scheduled works	8:00 - 20:00 (Mon-Fri, business days)	8:00 - 23:59 (Mon-Sun)	24/7

⁸ Backup stored in one of the Oktawave data centres.

⁹ The fee is charged when the Client requests backup service (Silver Plus package). The fee is fixed for each OCI instance (Server)/mth and is charged monthly in advance regardless of how much space (GB) has been purchased for backup storage.

¹⁰ In the Platinum Package, backup is performed according to a schedule agreed with the Client in advance. Frequency and times of backup in Silver and Gold Packages are determined by Oktawave.

¹¹ Applicable only to communication platforms supported by Oktawave.

¹² A request is an order to perform one administrative task, such as server configuration according to the specification, submitted via appropriate channel (such as email or telephone).

2.4. Compensation (% of monthly Server Fee for Servers included in the System, based on % of time of proper functioning of such System).

Pakiet	SILVER	GOLD	PLATINIUM
< 99,8%	-	-	10%
< 99,6%	-	10%	25%
< 99,4%	10%	25%	50%
< 99,2%	50%	75%	100%
< 99,0%	100%	200%	300%