

## Service Overview

The Arctera Insight Capture Service (“Service(s)”) is the collective name for communications capture services as further described in this service description (“Service Description”). Customers must purchase each Service and add-on Services separately.

This Service Description document, with any attachments included by reference, is part of any agreement which incorporates this Service Description by reference (collectively, the “Agreement”), for those Services which are described in this Service Description and are provided by Arctera.

## Service Offerings

### Offerings

Service	Meter	Description
Capture for <connector>	Per User Per Month Per Connector	Capture connectors allow communications capture from various third-party communication sources based on the connector purchased. Unless otherwise specified, each connector is licensed on a per User per month basis.
Capture Connector Suite	Per User Per Month for all Eligible Connectors	Capture Connector Suite provides each User the license to use all Eligible Connectors. Each User may use as many Eligible Connectors as needed on a concurrent basis with this offering.
Capture for an Arctera Insight Platform Suite	Some Arctera Insight Platform Suites include Capture Services. Refer to the Service Description for Arctera Insight Platform for the Suite description, meter and other terms.	

## Software Components

Some Services may require use of a Software Component. Customer’s right to use such Software Component begins when the Service is activated and ends when Customer’s right to use the associated Service terminates or expires. Customer must uninstall a Software Component when Customer’s right to use the associated Service terminates or expires. Arctera may disable the Software Component at that time.

## Customer Responsibilities

Arctera can only perform the Service if Customer provides required information or performs required actions. If Customer does not provide/perform per the following responsibilities, Arctera’s performance of the Service may be

delayed, impaired or prevented and/or eligibility for Service Level Agreement benefits may be voided, as noted below.

- Setup Enablement: Customer must provide information required for Arctera to begin providing the Service.
- Adequate Customer Personnel: Customer must provide adequate personnel to assist Arctera in delivery of the Service, upon reasonable request by Arctera.
- Customer Portal: Customer can access a web interface Service portal by using a secure password protected login. This Service portal provides the ability for Customer to configure and manage the Service, access reports, and view data and statistics when available as part of the Service. Customer must configure the features of the Service through the web interface Service portal or default settings will apply. In some cases, default settings do not exist, and no Service will be provided until Customer chooses a setting. Configuration and use of the Service(s) are entirely in Customer's control.
- Compliance: Customer is responsible for all activities that occur in User accounts and for its Users' compliance with the Agreement and with the Acceptable Use Policy available at <https://www.veritas.com/company/legal/acceptable-use-policy>. If Customer becomes aware of a User's violation of the Agreement or Acceptable Use Policy, Customer must notify Arctera as soon as reasonably practicable.
- Security Vulnerability or Incident. If Customer becomes aware of any actual or potential security vulnerability or incident, Customer must immediately report it to Arctera through the process set forth at <https://www.arctera.io/security> or successor address.

## Service-Specific Terms

### Assistance and Technical Support

Customer Assistance. Arctera will provide the following assistance as part of the Service:

- Receive and process orders for implementation of the Service
- Receive and process requests for permitted modifications to Service features; and
- Respond to billing and invoicing questions

Technical Support. The following technical support ("Support") is included with the Service.

- Support available on a twenty-four (24) hours/day by seven (7) days/week basis to assist Customer with configuration of the Service features and to address issues and questions with the Service and any applicable Service Components.

Maintenance. The Service is monitored on a twenty-four (24) hours/day by seven (7) days/week basis for hardware availability, service capacity, and network resource utilization. The Service is also regularly monitored for service

level compliance and adjustments are made as needed. Arctera must perform maintenance on the Service Infrastructure in order to provide the Service in accordance with the Agreement. The following applies to such maintenance:

- *Planned Maintenance.* For Planned Maintenance, Arctera will use commercially reasonable efforts to give Customer seven (7) calendar days' notification, via email, or SMS or phone as requested. Arctera will use commercially reasonable efforts to perform Planned Maintenance at times when collective customer activity is low, in the time zone in which the affected Infrastructure is located, and only on part, not all, of the network. If possible, Planned Maintenance will be carried out without affecting the Service. During Planned Maintenance, Service may be diverted to sections of the Infrastructure not undergoing maintenance in order to minimize disruption of the Service. **"Planned Maintenance"** means scheduled maintenance periods which during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure.
- *Emergency Maintenance.* Where Emergency Maintenance is necessary and is likely to affect the Service, Arctera will endeavor to inform the affected parties in advance via email, or SMS or by phone no less than one (1) hour prior to the start of the Emergency Maintenance. **"Emergency Maintenance"** means unscheduled maintenance periods which during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure or any maintenance for which Arctera could not have reasonably prepared for the need for such maintenance, and failure to perform the maintenance would adversely impact Customer.

## Automatic Renewal and Service Cancellation

Unless specified in the Agreement or Customer has otherwise opted out of auto-renewal at the time of initial purchase using Arctera's then-current opt-out processes, the Service renews automatically as set forth in the Agreement, unless Customer cancels as follows:

- Customer may opt out of automatic renewal, and therefore terminate, by providing Arctera notice of non-renewal or cancellation at least ninety (90) days prior to the end of Customer's Initial Period (sometimes called the Minimum Period) or a then-current Renewal Period (each, a "Term").
- Such notice of non-renewal or cancellation must be sent to the following address (or replacement address as published by Arctera): [returnsandcancellations@arctera.io](mailto:returnsandcancellations@arctera.io). For clarity, a notice of non-renewal or cancellation takes effect upon the expiration of the then-current Term and does not terminate the Service until the end of Customer's then-current term. Any notice given according to this procedure will be deemed to have been given when received.
- By submitting a non-renewal or cancellation notice, Customer acknowledges that Customer Data and its Customer Tenant will be permanently deleted in accordance with the Data Decommissioning section.

Please note that if Customer has opted out of auto-renewal at the time of purchase ("DNR"), Customer will be responsible for submitting a timely renewal order. Any processing delays, late renewals, channel issues or other

problems with the renewal order may cause the Service to expire and any Customer Data stored by the Service shall be deleted in accordance with the Data Decommissioning section. Not submitting a timely renewal order is deemed the same as a cancellation notice, and Customer Data and the Customer Tenant will be permanently deleted in accordance with the Data Decommissioning section.

Automatic renewals are subject to a renewal uplift, except that any renewal order of a DNR purchase or purchase provided under a promotional discount is subject to the then-current pricing.

## Data Decommissioning

Customer Data will be decommissioned in the following events, or as otherwise set forth in this Service Description:

- Service cancellation (either by request of Customer or in the event of non-payment)
- Service termination or expiration
- License reduction at renewal

Customer loses all access to the Service and its Customer Data immediately following suspension, expiration, or termination of Services. If Customer needs a copy of their Customer Data, Customer must request a quote for such Customer Data from [cloud.dm@arctera.io](mailto:cloud.dm@arctera.io) prior to the Data Decommissioning event.

Decommissioned Customer Data will be deleted in accordance with Arctera's standard deletion practices within thirty (30) days of the Data Decommissioning event and is irretrievable thereafter.

## Shared Storage Allocation

For Services sold on a Per User per Month meter, the maximum storage allocation permitted is 15 GB per User. Purchasing multiple Arctera Insight Services does not increase this per User allocation but a Customer can purchase Additional Storage to obtain more overall storage. The storage allocation is aggregated across all Users as determined by multiplying the quantity of Users purchased by the allocation per User. This aggregate storage allocation is then added to any additional storage Customer may have purchased and then enforced at the Tenant level for the total shared storage allocation ("Shared Storage Allocation"). Customer Data from non-user mailboxes and mailboxes of inactive users and guest users will contribute toward the storage allocation. Customer can monitor its remaining Shared Storage Allocation within the web interface Service portal. If Customer exceeds the Shared Storage Allocation, Customer must purchase additional storage.

## Overages

If Customer's actual usage exceeds its contracted quantity, then Arctera will invoice for excess Service use and Customer will promptly pay for such excess use. In such an event, Arctera will charge fees for the excess use at the same rates for the current Term monthly in arrears or in accordance with Arctera's then-current processes.

## Usage Reduction

Customer cannot reduce the agreed upon quantity of users or FETB during any existing term but may only reduce that quantity at renewal time. Absent evidence of a company divestiture, split or other entity realignment, Arctera reserves the right to reduce Service quantities as a one-time courtesy by no more than ten percent (10%) of the existing amount at any given renewal time or as otherwise set forth in Arctera's then-current processes. Pricing will be adjusted for the lower volume which shall result in increased per unit pricing, and prior discounting will not be available. Customers who wish to retain the data from these previous licenses will need to contact the Services data management team at [cloud.dm@arctera.io](mailto:cloud.dm@arctera.io) for a data extraction quote.

## Additional Service Requirements

- Customer shall comply with all applicable laws with respect to use of the Service(s). In certain countries it may be necessary to obtain the consent of individual personnel. Configuration and use of the Service(s) is entirely in Customer's control, therefore, Arctera is not liable for Customer's use of the Service(s), nor liable for any civil or criminal liability that may be incurred by Customer as a result of the operation of the Service.
- Arctera may update the Service at any time in order to maintain the effectiveness of the Service.
- The Service (including any Software Components) may use open source and other third-party materials that are subject to a separate license. Please see the applicable Third-Party Notice, if applicable, at <https://www.arctera.io/license-agreements>.
- If Customer has not provided the requested provisioning information to allow Arctera to provide the Service, Arctera reserves the right to begin charging for the Service within thirty (30) days of receipt of an order for the Service.

## Third-Party Considerations

### Third-Party Integration

Some Connectors provided in a Service may contain features designed to interoperate with other third-party tools, APIs, products, or services. As such, Arctera cannot guarantee the continued availability of such Service features should that third party cease to make interoperability available or in a commercially reasonable manner.

### Third-Party Flowdowns

**YouTube™ Connector.** The YouTube Connector makes use of YouTube's API services, and by using the YouTube Connector, Customer agrees that Customer's use is governed by the following supplemental terms:

- The YouTube's terms of service available at <https://www.youtube.com/t/terms>
- The Google™ Privacy Policy at <http://www.google.com/policies/privacy>

- The YouTube Connector accesses and collects YouTube Comments for Customer’s use within Customer’s Merge1 repository. "YouTube Comments" mean the following types of comments made on the YouTube platform, in addition to the username and SMTP addresses from which such comments were made:
  - Comments and replies of YouTube channel discussions
  - Comments and replies made to videos on channel playlists
  - Comments and replies made to Customer’s uploaded videos
  - The last version of edits made to any of these above comments or replies
- Customer’s YouTube credentials are encrypted and cached within the YouTube Connector for periodic access, collection, and storing of the YouTube Comments within Your Merge1 repository. In addition to removing these credentials at any time within the YouTube Connector itself, Users can also revoke access via the Google security settings page at <https://security.google.com/settings/security/permissions>
- YouTube may use quotas and place use restrictions on access and use of the YouTube Connector in its sole discretion and outside of Arctera’s control for purposes such as the following, without limitation: to prevent reductions of service quality or to prevent access limitation for others. CUSTOMER ACKNOWLEDGES AND AGREES YOUTUBE MAY INVOKE ANY QUOTAS OR USE RESTRICTIONS AT ANY TIME, AND SUCH RESTRICTIONS MAY RESTRICT OR PREVENT CUSTOMER’S USE OF THE YOUTUBE CONNECTOR. ARCTERA SHALL NOT BE RESPONSIBLE FOR ANY OUTAGES, DATA LOSS, TECHNICAL PROBLEMS, OR OTHER ERRORS CAUSED DIRECTLY OR INDIRECTLY AS A RESULT.
- YouTube reserves the right to survey Users of the YouTube Connector for quality control purposes.

## Service Level Agreement (“SLA”)

- Arctera’s Service Level Agreement shall provide 99.9% or higher Uptime for the Service.
- “Uptime” is defined as the time during which a Customer is able to Access the Service, as reported by the Arctera incident management system. “Access” is defined as a Customer being able to successfully login and use the Service functionality, as outlined in this Service Description.
- Uptime is measured every calendar month as a percentage value. The monthly Uptime percentage is the total number of minutes of Uptime achieved in a calendar month, divided by the total number of minutes in a calendar month.

## Exclusions

- This SLA will not operate: (i) during periods of Planned Maintenance or Emergency Maintenance, periods of non-availability due to force majeure or acts or omissions of either Customer or a third party; (ii) due to overall internet congestion, slowdown or unavailability; (iii) bandwidth or other limitations caused by Customer internet service provider (ISP); (iv) unavailability of generic internet services (e.g. DNS servers); (v) a result of Customer equipment or third party computer hardware, software or network infrastructure not within the sole control of Arctera; (vi) during any period of suspension of service by Arctera in accordance with the terms of the Agreement; (vii) where Customer is in breach of the Agreement (including

without limitation if Customer has any overdue invoices); or (viii) Customer has not configured the Service in accordance with the Agreement.

## Service Credits

- If the Service does not meet the stated SLA, Customer may submit a Service Credit Request for a Service Credit. Service Credits are calculated as follows:

Availability	Service Credit <sup>1</sup>
≥99.9%	0%
>=99.0% but <99.9%	10%
<99.0%	25%

<sup>1</sup> Service Credits are calculated as a percentage of the monthly cost of the service when the outage occurred (regardless of licensing model). Service Credit percentages in the table above are an aggregate maximum for all SLA claims for a single Service in a given calendar month. Service Credits only apply if the Customer's account is current and not suspended for non-payment or other non-compliance with terms. Service Credits are provided to the party receiving the Arctera invoice.

- To successfully claim a Service Credit, Customer must submit a Service Credit Request within fifteen (15) business days of the end of the calendar month in which the suspected SLA non-compliance occurred. The request must specify which service was impacted, and the dates and times of service unavailability.
- Arctera will validate the information provided by the Customer and if a Service Credit is due, it will be applied against the next Arctera invoice for the Customer's Service. If a Service Credit is successfully claimed for more than one Arctera Service, then the quantity will equal the number of credits applied and the total will be aggregated to reflect the total value of the Service Credits claimed in that measurement period.
- The remedies set out in this SLA shall be Customer's sole and exclusive remedy in contract, tort (including without limitation negligence) or otherwise, with respect to this SLA.

## Privacy Notice

In connection with Customer's use of the Service, Arctera and Arctera's licensors, subcontractors, or agents may collect, retain, disclose, and use certain information as set out in the privacy notice available at <https://www.arctera.io/privacy>. By using the Service, Customer agrees to the terms contained in such privacy notice.

## Definitions

Capitalized terms used in this Service Description, and not otherwise defined in the Agreement or this Service Description, have the meaning given below:

“**Administrator**” means a Customer User with authorization to manage the Service on behalf of Customer. Administrators may have the ability to manage all or part of a Service as designated by Customer.

“**Connector**” means a specific product offering that allows the Service to read and retrieve data from a specified or identified third-party technology.

“**Customer Data**” means the data Customer stores or archives in the Service.

“**Eligible Connector**” means a Connector identified as an Eligible Connector at [https://www.veritas.com/content/support/en\\_US/products/merge1/merge1-suite-connectors](https://www.veritas.com/content/support/en_US/products/merge1/merge1-suite-connectors). Arctera may update the list of Eligible Connectors at its sole discretion at any time.

“**Email**” means any inbound or outbound SMTP message passing through a Service.

“**FEGB**” refers to the size of data on the storage device, measured in front-end gigabytes (GB), which is under monitoring by Data Insight.

“**GB**” refers to the total aggregate amount of uncompressed data in gigabytes. One gigabyte equals 1024 megabytes of data.

“**Infrastructure**” means any Arctera or licensor technology and intellectual property used to provide the Services.

“**Pages**” means the number of webpages authorized to be read and retrieved through the Services.

“**Service Component**” means certain enabling software, hardware peripherals and associated documentation which may be separately provided by Arctera as an incidental part of a Service. Any additional rights and obligations with respect to the use of Service Components shall be as set forth in this Service Description.

“**Service Credit**” means the amount of money that will be credited to Customer’s next invoice after submission of a Service Credit Request and validation by Arctera that a credit is due to Customer.

“**Service Credit Request**” means the SLA credit request a Customer submits to Arctera by creating a technical support case. Information on how to create a technical support case may be found at [https://www.veritas.com/support/en\\_US.html](https://www.veritas.com/support/en_US.html).

“**Service Order**” means one or more of the following applicable documents which further defines Customer’s rights and obligation related to the Service: an Arctera certificate or a similar document issued by Arctera, or a written agreement between Customer and Arctera, that accompanies, precedes or follows the Service.

“**Software Component**” means a Service Component consisting of Arctera software in object code format, as may be required by a Service, which must be installed by Customer outside of the Tenant, in order to receive the Service, or some portion thereof.

“**Suite**” means a collection of Services sold together as detailed further in this Service Description.

“**Tenant**” means the isolated compute, storage, and networking resources and related configuration that is hosted by Arctera in third-party Infrastructure, such as Microsoft Azure, and that is dedicated to Customer.

“User” means an individual person and/or device authorized to use or benefit from the use of the Service, or is the person and/or device that actually uses any portion of the Service.

“WORM” means write once, read many. WORM is offered for some Services on either a 7-year basis or a 10-year basis.

## Legacy Service Offerings

The following legacy Service offerings are not actively sold to new customers; however, various existing customers may still be actively using these Services.

### Legacy Dedicated Hosting Fees

Service	Meter	Description
Dedicated Hosting Fees	Per User	This is a recurring fee charged at the beginning of each annual period. This legacy fee applies if Customer Data will be stored in an Arctera-Hosted Tenant and Customer needs dedicated hosting.

### Tenant Hosting Options

By default, the Service includes cloud storage and compute resources. However, a Customer may choose a Customer-Hosted Tenant rather than an Arctera-Hosted Tenant.

There are a few key differences in a Customer-Hosted Tenant:

- If a Customer-Hosted Tenant is selected, Customer-Hosted Tenants must be used across all of Customer’s licenses in the Service.
- Customer’s access and right to use the Service cease at termination or expiration of the Service.
- Arctera is not responsible for any Microsoft Azure or other third-party fees or costs that Customer may incur from use of the Service within a Customer-Hosted Tenant.
- In some circumstances, Customer Data may be processed through Arctera infrastructure before ultimately residing within the Customer-Hosted Tenant. In such cases, this processing is temporary in nature and no Customer Data is retained within Arctera infrastructure.

**DISCLAIMER OF WARRANTY FOR CUSTOMER-HOSTED TENANT.** CUSTOMER ACKNOWLEDGES AND AGREES THAT (a) ACCESS TO A THIRD-PARTY CLOUD SERVICE PROVIDER (“CSP”) IS PROVIDED UNDER CUSTOMER’S SEPARATE TERMS AND CONDITIONS WITH THAT THIRD PARTY, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES FROM ARCTERA, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (b) CUSTOMER’S ACCESS TO CUSTOMER’S TENANT ON A CSP’S ENVIRONMENT IS SUBJECT TO CHANGES BY THE CSP PROVIDING SUCH ENVIRONMENT, WHICH ARE OUTSIDE ARCTERA’S CONTROL. ARCTERA SHALL NOT BE RESPONSIBLE FOR ANY OUTAGES, DATA LOSS, BUGS, TECHNICAL PROBLEMS, OR OTHER ERRORS CAUSED DIRECTLY OR INDIRECTLY THROUGH

CUSTOMER'S ACCESS TO THE CSP ENVIRONMENT. CUSTOMER BEARS ALL RISKS RELATED TO USE OF THE SERVICE UNDER THE CUSTOMER-HOSTED TENANT OPTION, OR DUE TO ANY CHANGES CUSTOMER MAKES TO THE TENANT THAT ARE NOT AUTHORIZED BY ARCTERA.