

# Arctera™ Insight Capture Service Description

## 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”) Documentation. Customers must purchase each Service and add-on Services separately.

## 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.	

## Customer Responsibilities

Company can only perform the Service if Customer provides required information or performs required actions. If Customer does not provide/perform per the following responsibilities, Company’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 Company to begin providing the Service.
- **Adequate Customer Personnel:** Customer must provide adequate personnel to assist Company in delivery of the Service, upon reasonable request by Company.
- **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.
- **Security Vulnerability or Incident.** If Customer becomes aware of any actual or potential security vulnerability or incident, Customer must immediately report it to Company.

## Service-Specific Terms

### Assistance and Technical Support

**Customer Assistance.** Company 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. Company 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, Company will use commercially reasonable efforts to give Customer seven (7) calendar days’ notification, via email, or SMS or phone as requested. Company 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, Company 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 Company could not have reasonably prepared for the need for such maintenance, and failure to perform the maintenance would adversely impact Customer.

## 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). For clarity, a notice of cancellation by Customer 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.
- Service termination or expiration.

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 prior to the Data Decommissioning event.

Decommissioned Customer Data will be deleted in accordance with Company’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.

## Usage

Customer cannot reduce the agreed upon quantity of Users or FETB during any pre-committed subscription term.

## 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,

Company 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.

- Company may update the Service at any time in order to maintain the effectiveness of the Service.
- If Customer has not provided the requested provisioning information to allow Company to provide the Service, Company 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, Company 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 Company'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. COMPANY 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”)

- Company'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 Company 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 Company; (vi) during any period of suspension of service by Company 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 Company 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.
- Company will validate the information provided by the Customer and if a Service Credit is due, it will be applied against the next Company invoice for the Customer's Service. If a Service Credit is successfully claimed for more than one Company 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.