

# Arctera™ Insight Platform Service Description

## Service Overview

The Arctera Insight Platform Services (“Service(s)”) provide software as a service in an eDiscovery, supervision, or information governance platform, as further described in this service description (“Service Description”) Documentation.

## Service Offerings

### Offerings

Services	Capabilities										Add-On Options					
	eDiscovery	Surveillance	Data Insight	Journaling	Account Sync	Folder Sync	Classification	Capture	Personal Archive	WORM (7-year or 10-year)	Transcription (Hr/Mo)	Additional Storage (GB)	Data Import (GB)	Reindexing (GB)	Reassignment (GB)	Third-Party Capture
Arctera Insight Suite <i>(meter)</i>																
eDiscovery Complete Suite <i>(per User per Month)</i>	•		•	•	•	•	•	•	•	•	○	○	○	○	○	○
Surveillance Complete Suite <i>(per User per Month)</i>	•	•	•	•	•	•	•	•	•	•	○	○	○	○	○	○
Information Governance Complete Suite <i>(per Front-End GB per Month)</i>			•				•	•								
Data Insight Complete Suite <i>(per Front-End GB per month)</i>			•				•									
eDiscovery Capacity Suite <i>(per 100 GB per Month)</i>	•						•	•			○	○	○			○
Capture Connector Suite <i>(per User per Month)</i>								•								○

Included	•
Optional	○
Not Available	

## Add-On Options

Service	Meter	Description
Data Import (Ingestion) Option	Per Gigabyte	This is a one-time fee based on the amount of data the Customer needs to import. The import option allows a Customer to import legacy Emails and is only available for a Suite containing eDiscovery or Personal Archive. Additional considerations are below this table.
Self-Service Ingestion Option	Per Gigabyte	This is a one-time fee based on the amount of data the Customer needs to import. Under this option, the Customer will perform the ingestion of legacy Emails into the archive. This option is only available for a Suite containing eDiscovery or Personal Archive.

Service	Meter	Description
Mail Reassignment Option	Per Gigabyte	This is a one-time fee where Company will reassign unassigned legacy accounts, saved searches, and tags within a Customer's archive where the amount to be reassigned exceeds the self-service limits.
Data Export (Extraction) Option	Per Gigabyte	Data export is available to a customer whose needs and timing exceed the self-service export capabilities within the Service. The Service data management team will perform a data export from the archive. Data extraction is only available for a Suite containing eDiscovery. Additional considerations are below this table.
Archive Re-index Option	Per Gigabyte	An archive re-index allows a customer to request a single re-index of their existing archive. This option is particularly useful for a customer who wants to apply classification policies to previously-archived information.
Enterprise Vault Read Only Collector	Per (on-prem) User	Enterprise Vault Read Only Collector allows a customer to retain access to data within an on-premise Enterprise Vault archive while such data is being migrated. No new journaling is allowed. Terms around use and metering of the Enterprise Vault Read Only Collector are provided in the Enterprise Vault Product Use Rights Documentation.
Transcription Option	Per Hour Per Month	This option allows certain types of media files to be transcribed and those transcriptions then archived into the Service on a per hour per month basis and is subject to Overages if Customer uses more than purchased in any given month, and any unused amounts will expire at the end of each month. For the avoidance of doubt, Customer is not entitled to refunds for any prepaid, unused Transcription services purchased. Please note that multiple attendees in the same meeting will each count toward the overall hours used in a month.
Additional Storage	Per Gigabyte or Per Terabyte	Additional Storage can be used: <ul style="list-style-type: none"> <li>to provide more overall storage to a Customer's Service environment in 1GB or 1TB increments to avoid exceeding the Shared Storage Allocation; or</li> <li>to scan and monitor additional content at Customer's source using Data Insight, up to the quantity of gigabytes or terabytes purchased.</li> </ul>

### Additional Considerations

Services and features have been rebranded. Please see the below tables for a one-to-one mapping.

Service Name	Previous Name
Arctera Insight Archiving	Veritas Alta Archiving
Arctera Insight Capture	Veritas Alta Capture
Arctera Insight eDiscovery	Veritas Alta eDiscovery
Arctera Insight Information Governance	Veritas Alta Information Governance
Arctera Insight Surveillance	Veritas Alta Surveillance
Arctera Data Insight	Veritas Alta Data Insight

Data Import/Ingestion Option. The Data Import/Ingestion Option allows Customer to migrate and ingest existing legacy Email data into Customer's archive, combining both ingested legacy Email and new Email streams within the archive. All work is done remotely. Please note that all Customer Data ingested will count toward the Shared Storage Allocation. If Customer is moving from an on-premise Enterprise Vault environment, Company will use Direct Migrator as part of the ingestion process, a feature within the Service, to move that data into the Service archive.

For Direct Migrator ingestions:

- Customer's Enterprise Vault environment must be in stable and working order, including all indexes if applicable, prior to these Services.
- Company requires independent remote access to the Enterprise Vault and extraction environment such as via VPN or Citrix to the migration and SQL servers

- Decommissioning the existing legacy Enterprise Vault environment is out of scope for these Services.
- Please see the Direct Migrator Service Description or the Direct Migrator for M365 Service Description, as applicable, for more details around Company's and Customer's responsibilities during the Direct Migrator process.

For all other ingestion activities:

- This Service requires active participation by Customer to plan, analyze and execute an ingestion plan.
- Customer must transfer Email data to be ingested via courier or via SFTP where applicable and available. All data sent via a drive should be provided in an encrypted form and Customer must provide the decryption key, per instructions from Company.
- Customer can extract the data and provide it in any compatible format from supported repositories.
- With Customer's guidance, this Service assigns Users to each Email imported. Email that cannot be directly assigned to a specific User are assigned to a single mailbox within the archive. Once email is assigned to this mailbox, it cannot be moved or migrated to another mailbox.
- All migration activity can be logged and audited through a chain of custody protocol to provide integrity of Customer's Email records.
- Company cannot guarantee the time it will take to import the data once received.

Company is not responsible for failure to import data that is corrupt when received from Customer.

Customer understands that any Data Import/Ingestion Option will take considerable time, will run concurrently with the Services Customer has purchased, and that Customer will be able to access and use these other Services purchased in the meantime in accordance with this Service Description. Customer acknowledges and agrees that it is not entitled to any refund or discount on these Services for any time taken or delays encountered with the delivery of the Data Import/Ingestion Option.

Customer has thirty (30) days following the completion of the migrated data ("Migrated Data") to review, fully test, and provide written notice of and reason for rejected of any Migrated Data or some portion thereof. Upon such notice, Company shall work with Customer to plan and perform any reasonable corrective action. If Company cannot provide the corrective action, Customer and Company agree that no further remediation is required, and Customer is released from payment for that portion of the rejected Migrated Data. Customer is not released from payment for any Migrated Data that has not been rejected within the 30-day period. This is the sole and exclusive remedy for any rejected Migrated Data.

Data Export/Extraction Option. Unless otherwise agreed to by the parties, extraction is available at Company's then-current per gigabyte pricing. Customer has thirty (30) days following the date the exported/extracted Customer Data ("Exported Data") is first made available to Customer to review and provide written notice of and reason for rejection of the Exported Data or some portion thereof. Upon such notice, Company will work with Customer to plan and perform any reasonable corrective action. If Company cannot provide the corrective action, Customer and Company agree that no further remediation is required, and Customer is released from payment for that portion of the rejected Exported Data. Customer is not released from payment for any Exported Data that has not been rejected within the 30-day period. This is the sole and exclusive remedy for any rejected Exported Data.

## 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.

- 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.
- Unassigned Licenses. The Unassigned Legacy Folder plays a critical role in ensuring the Customer compliantly captures all messages flowing into its Service archive, even if a new User hasn't been provisioned within the archive yet. This folder captures all messages that do not match an existing email address provisioned within the archive. Administrators are encouraged to review the contents of the folder on a regular basis to confirm that all messages are being properly archived.

This folder counts as one User in the Customer's total number of Users since the messages contained in the folder consume storage space within the archive.

- **Mail Reassignment.** Mail reassignment allows an administrator in a Customer's archive to reassign unassigned legacy accounts, saved searches, and tags in a self-service fashion up to the limits as detailed at [https://www.veritas.com/support/en\\_US/article.100049582](https://www.veritas.com/support/en_US/article.100049582).
- **Electronic Discovery Capabilities.** If a customer has subscribed to a Suite with eDiscovery, that customer may perform electronic discovery requests on its Customer Data to extract an offline copy of that request. However, for Company to preserve the integrity of the Service and maintain its Service Uptime commitments, these discovery requests are limited. Though subject to change, as of the date of this Service Description, discovery requests are limited to no more than two hundred thousand (200,000) emails at a time. Company reserves the right to further limit or even refuse discovery service requests if the volume of requests is degrading the overall service experience for Company's other customers. Please note these requests are only available during the Service term of the Agreement and Customer's access to the Service in all capacities ends when the Service term ends.
- **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, provided at the end of this Service Description. If Customer becomes aware of a User's violation of the Agreement or Acceptable Use Policy, Customer must notify Company 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 Company.
- The Service does not replace Customer's need to backup Customer's mail server(s). If Customer needs to rebuild a mail server, it should rebuild the mail server from backup data rather than from the archive.
- By default, Company automatically generates and stores a unique encryption key for each customer at the time of provisioning to protect Customer Data. If Customer chooses to provide Company with its own encryption key for encrypting Customer Data, Customer is solely responsible for (1) providing Company with access to that encryption key during provisioning in order for Company to be able to provide Service (Service cannot be provided without such access), and (2) independently storing and backing up that encryption key, as ALL CUSTOMER DATA WILL BE LOST AND IRRETRIEVABLE IF CUSTOMER'S ENCRYPTION KEY IS LOST. Customer may revoke Company's access to its encryption key at any time, but in the absence of a material breach by Company to be handled by the parties in accordance with the terms of the agreement, Customer will remain responsible for any pre-committed term and associated fees.
  - Please note that metadata related to Customer Data, such as indexing, database information, or log files will still be independently encrypted with a separate Company-managed key.
  - Company cannot retroactively apply a new encryption key to Customer Data in an existing Tenant. Please reach out to Company for paid-for migration services to move existing Customer Data to a new Tenant that uses Customer's own encryption key.
  - Data Insight is encrypted with a Company-managed key and does not support encryption via a customer-provided key. Further, metadata created by Data Insight is not encrypted.
- **Extraction Capabilities.** Customer may need an offline copy of its Customer Data at Service expiration, when the Customer Data exceeds the retention period, or as otherwise needed. Customer data extraction is only available, however, if a customer has subscribed to a Suite with eDiscovery. Customer should reach out to the Service data management team to request a quote for Data Export (Extraction) Option at Company's then-current per GB rates. Customer must reach out to Company promptly before Service expiration to request Customer Data extraction to avoid Customer Data being permanently deleted in accordance with the Data Decommissioning section.

## Supported Platforms and Technical Requirements

Each Service is compatible only with approved versions of on-premise mail servers and hosted mail services set forth in the current compatibility list at [https://www.veritas.com/support/en\\_US/article.100040129](https://www.veritas.com/support/en_US/article.100040129).

## 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 Software 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.
- Customer Data shall be archived during the Term of the Service. Before the end of the Service term or upon termination of the Service, Customer shall make a written election for Company to: (i) delete Customer Data at no charge in accordance with the Data Decommissioning section; or (ii) purchase one-time Data Extraction/Export services at Company's then current per GB rates ("Data Extraction"), provided Customer had a Suite with eDiscovery. In the event Customer fails to provide written instruction to Company as provided in the preceding sentence, Customer Data will be decommissioned in accordance with the Data Decommissioning section. Company reserves the right, in its sole discretion, to refuse any Data Extraction request until Customer's account no longer has outstanding Services fees.
- Retention Periods. While Customer's subscription is active, Customer Data is maintained according to the Customer-defined retention/expiry period, except where Customer has purchased WORM storage subject to either a 7- or 10-year retention as noted in the Order. Customer data is maintained for the duration of that retention period based on the mail date of the Customer Email. Thereafter, Customer Data will be deleted after the expiry of that retention period and will no longer be accessible at all. Regardless of the retention period purchased or set by Customer, all Customer Data is subject to deletion upon termination or expiration of the Agreement.

## 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 Service 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.

## Acceptable Use Policy

Company must preserve the integrity of the Service and maintain its Service commitments to all customers. Neither Customer, nor Customer's Users, shall use the Service in a manner that negatively impacts the security, integrity, or functionality of the Service or other customers' ability to use the Service, including, without limitation, the following activities:

- Use the Service for unlawful business purposes.
- Transmit, distribute, retrieve or store any data or other material through or via the Service that infringes, misappropriates, or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or viruses, trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, intercept or expropriate any system, data, or Personal Data.
- Fraudulently conceal, forge, or otherwise falsify identities in connection with any use of the Service.
- Engage in any activities that may interfere with the ability of others to access or use the Service or the Internet (e.g., denial of service attacks).
- Monitor any data, information or communications on any network or system (including the Service) that Customer does not own or have authorization.
- Use the Service for benchmarking or competitive purposes or disclose the results of any test to a third party without Company's prior written consent.
- Use any method, such as a third-party tool, to perform or circumvent any of the functionality or restrictions of the Service. Company reserves the right to restrict such methodologies and tools from operating within its infrastructure.

## Violation

If Customer becomes aware of any violation of this Acceptable Use Policy, Customer must notify Company as soon as reasonably practicable.

In the event of an emergency, Company may temporarily, and for a reasonable period only, suspend, block, or restrict access to information and network resources when it is reasonably necessary to do so to protect the integrity and security of the Service, without compensation to Customer of any kind. Company shall provide Customer advance notice of such suspension, if possible, and as soon as reasonably possible otherwise.