

Service Overview

This Service Description, 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.

The Arctera Managed Enterprise Vault (“Services” or “MEV”) is a managed service that monitors, manages, and maintains Customer’s on-premise implementations of Arctera Enterprise Vault™ (“EV”). Further, the Services provide remote monitoring and remediation, periodic reporting, annual health checks, software upgrades and general guidance on archiving strategy as it relates to EV. These Services are only available to a Customer who licenses and deploys EV software and has and maintains a current support subscription on the EV software. This Service Description also contains the deliverables and responsibilities for additional offerings that work in conjunction with MEV and can be provided to Customer at additional fees: (a) Arctera Managed Enterprise Vault HA/DR Service Option, and (b) the Dedicated Enterprise Vault Specialist.

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Technical/Business Functionality and Capabilities

The Services will be performed remotely by Arctera on a 24x7 basis. Notwithstanding, a limited number of Service features described below may be limited to Regional Business Hours or require coordination with the appropriate Customer personnel.

Service Features

All timeframes listed in the Service Features table are targets subject to commercially reasonable efforts, except those with a Service Level Agreement, as indicated below.

Feature	Frequency/Availability	Description
Remote Monitoring	24x7	Arctera will perform remote monitoring of the Customer’s EV environment by establishing a persistent VPN from the MEV monitoring platform to the Customer network. Monitored items include, but are not limited to, the following: <ul style="list-style-type: none"> • Service and task status • EV server CPU and memory consumption • Disk space usage and available free space • SQL database and log status • Items awaiting backup
Monthly Report (with Service Level Agreement)	Monthly	Arctera will provide Customer with a monthly service summary report with details of incident remediation, Arctera’s adherence to the applicable Service Level Agreements (as described herein), and operational metrics such as: <ul style="list-style-type: none"> • Mailbox archiving information • Storage archive information • Storage savings • Incidents opened and resolved If Arctera fails to send the Monthly Report for the Services within the timeframe specified, Customer may be entitled to one (1) Service Credit.
Service Review	Every three (3) months	Arctera will perform a service review with Customer to assess the status of the Services, review key activities, and address any Services issues.
Apply Major Release	Application of two (2) Major Releases during initial twelve (12) month term, as applicable Application of one (1) Major Release every twelve (12) months thereafter, as applicable	If a Major Release of EV is available, Arctera will help deploy this Major Release within Customer’s environment. This activity will be coordinated with the Customer and in no event will Arctera deploy a Major Release more often than once every twelve (12) months, except during the first initial term when Arctera may deploy two Major Releases so that EV will be on a supportable version.
Apply Minor Releases and Bug Fixes	As released	Arctera will deploy Minor Releases and Bug Fixes for EV, as available. They are sometimes referred to as software service packs and cumulative hot fixes (CHF). This activity will be coordinated with the Customer.
Administration and Planning	Regional Business Hours	Arctera will perform all administrative tasks relating to configuration items within EV and conduct planning activities. Examples include enabling/disabling mailboxes, storage capacity management and forecasting, storage partitions configuration, and patch management.

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Incident Management	24x7 for Severity 1 Incidents. Regional Business Hours for all other Severities.	Arctera will perform remote triage and troubleshooting of EV for Incidents detected by MEV Remote Monitoring or as reported by the Customer. If the cause of the Incident is not with EV (such as elsewhere within Customer’s SQL server or storage infrastructure), Customer will be responsible for corrective action.
Problem Management	Regional Business Hours	Arctera will remotely perform root cause analysis of Severity 1 Problems identified pertaining to EV. If the Problem is not with EV (such as elsewhere within Customer’s SQL server or storage infrastructure), Customer will be responsible for corrective action.
Access Management	Regional Business Hours	Arctera will provide access to MEV for up to six (6) Designated Users who are approved by the Customer’s main point of contact. Designated Users can be changed by sending a written request to the Service Management Center. These designated users will receive the Monthly Reports and be entitled to call the Service Management Center with service requests or to report Incidents.
Change Management	Regional Business Hours for Standard Changes. 24x7 for Emergency Changes.	Arctera will monitor the mutually-agreed Customer change management queue(s) and address changes pertaining to In-Scope Managed Servers. Additionally, Arctera will evaluate and approve changes relating the EV software configuration, provide the Customer with various options for change requests, proactively alert the Customer regarding production changes in the EV environment, and execute approved changed requests as agreed to by the defined stakeholders.
Service Delivery Manager	24x7	Arctera will provide an assigned Service Delivery Manager for program administration and escalation of EV management activities.
Priority 1 Response Time (with Service Level Agreement)	24x7, within fifteen (15) minutes	Arctera will initiate triage of Priority 1 Incidents, detected by MEV Remote Monitoring or reported by the Customer, within fifteen (15) minutes of notification. Arctera will not be required to issue a Service Credit if the Customer’s email, telephony, Local Area Network and Wide Area Network infrastructure or other required systems are not functioning or are unable to communicate with the Arctera Services infrastructure. Arctera’s failure to respond within the specified timeframe may entitle the Customer to one (1) Service Credit in accordance with the Service Level Agreement section of this Service Description.

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Enterprise Vault Software Availability (with Service Level Agreement)	99.9% monthly	<p>Arctera will achieve 99.9% EV application availability for the EV software, as measured monthly by analyzing EV reports. The following EV items listed in the EV reports are excluded from the Service Level Agreement:</p> <ul style="list-style-type: none"> • Planned downtime and scheduled maintenance activities such as proactive reboots and patch installs. • Incidents that indicate an EV application failure due to a lack of bandwidth or availability of the Customer’s network (local area network or wide area network). • Incidents or unplanned downtime in the EV application that results from the misconfiguration, downtime or service failure of interdependent applications including but not limited to Microsoft Active Directory, Microsoft Exchange Server, Microsoft SharePoint, Microsoft Windows file systems or Microsoft Internet Information Services, not under the In-Scope Managed Servers. • Incidents that indicate an EV application failure due to availability of the Customer’s storage area network or direct attached storage. • Unplanned downtime resulting from failure to follow change control measures agreed between the Customer and Arctera caused by the Customer. • Unplanned downtime due to Customer’s lack of highly available: server infrastructure, storage architecture, network solution, technical and process driven backup solution, or any other EV remediation measure identified to the Customer as required for the Services to perform as intended. • Unplanned downtime that results from issues in the Customer’s physical environment including physical infrastructure security, power and cooling redundancy. • Unplanned downtime that results from Customer’s manual intervention in the EV environment without the supervision or direct authorization of Arctera. • Unplanned downtime that results from the actions of a third-party vendor or warranty support provider directly engaged by the Customer. <p>Arctera’s failure to meet this target within a given month may entitle the Customer to one (1) Service Credit in accordance with the Service Level Agreement section of this Service Description.</p>
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- **Managed Servers:** If Customer elects to have Services manage less than the Total Managed Server Count, no refund or credits shall apply.
- **Exclusions:** The Service is only comprised of the Service features described above – no other activities or deliverables are included. The list below describes examples of activities that are not Service features and are out of scope for the Services:
 - Implement EV product
 - Architect EV environment
 - Implement additional EV agents/options

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- Adding, deleting and managing active directory users
- Defining security policy of exchange
- General exchange administration
- End-user mobile device hardware, configuration and administration
- Server hardware maintenance management
- Backup maintenance
- Security management
- Hardware fault rectification
- PST migrations
- Hardware and storage provision
- Identification of scope and effort required to implement the Enterprise Vault product
- Patch application of products other than Enterprise Vault
- Discovery assistance
- Desktop end user support
- Desktop/Client installation or upgrades

Customer Responsibilities

Customer acknowledges and agrees that Arctera can only perform Services if Customer provides required information or performs required actions as set forth below or as reasonably requested by Arctera. Accordingly, and without limitation, if Customer does not meet these responsibilities, Arctera’s performance of Services may be delayed, impaired or prevented.

- Identify a Customer Project Executive (“Project Executive”) who will provide exclusive oversight and has the authority to make decisions for Customer regarding change orders, budget, scope, resources and other project related issues if they cannot be resolved by the Customer main point of contact.
- Provide Arctera with necessary security access to enable access to Customer’s EV instances for which Customer has purchased Services.
- Assign a main point of contact to support execution of Services. Customer’s main point of contact will
 - Work with Arctera on enforcement of change control process;
 - Work with Customer’s-internal resources to drive/complete tasks assigned to them;
 - Work with Customer’s-procured third-party vendors to drive/complete tasks assigned to them; and
 - Act as the focal point for resolution of issues in support of the delivery of Services.
- Provide Arctera with all necessary cooperation, information, and support that may reasonably be required by Arctera for the performance of the Services. This includes access to suitably configured computers, software products, and applicable passwords, access to install and maintain deployed software on the Customer systems in the performance of the Services at such times as Arctera requires. In addition, if onsite presence is required Arctera personnel will be given all reasonably necessary access as required to perform Services, including if work is required outside of Regional Business Hours. Customer will also provide access to a suitable conference room for meetings, interviews, and facilitated sessions during any onsite components of the engagement.
- Ensure that Arctera has access to the following at all times:
 - Materials and resources related to the technical environment;
 - Software design documentation, current design diagrams, and other information that may aid in the delivery of these Services; and

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- Access to all operating systems, network and computing environments necessary to perform Services
- Provide a list of relevant IP addresses, URLs and user authentication.
- Follow the appropriate operating procedures listed in the Operations Manual during submission of Services requests.
- Run a supported version of Enterprise Vault as detailed in the Operations Manual and in a Supported Configuration.
- Notify Arctera in writing at least twenty-four (24) hours in advance of any scheduled maintenance, network, or system administration activity that would affect Arctera’s ability to perform the Services.
- Provide and maintain appropriate levels of high availability and supporting clustered infrastructure to ensure EV application availability.
- Provide and maintain an appropriate disaster recovery environment to support the EV application in case of a major site level disaster.
- Consent to Arctera’s use of subcontractors to perform the Services provided that Arctera remains responsible for the contractual obligations of the Agreement.
- Ensure that prior to the commencement of Services by Arctera and continuing throughout the provision of Services:
 - EV has been correctly licensed for all appropriate platforms.
 - Customer has Essential Support on all EV in the In-Scope Managed Servers.
 - All maintenance and support contracts of required systems, software, and hardware are active and in good standing, and the support contract numbers or identifications have been provided to Arctera.
 - The operating systems of all appropriate servers and computers are at a level supported by the Arctera software products to be used.
 - The storage configuration is running in a Supported Configuration.
 - The technical environment, including the application and database, is kept under change control.
 - The physical environment is stable and provides a viable environment for Arctera to perform the Services.

Supported Platforms and Technical Requirements

- The Service is sold on a per Managed Server basis and provided to Customer in accordance with the quantities set forth in the Subscription Instrument.
- Customer may only receive Services for versions of EV that are currently supported by Arctera.
- Customer may only receive Services during such time as Customer maintains a valid Essential Support agreement for all EV software being managed under the Services.

Assistance and Technical Support

Customer Assistance and Technical Support is available for the Services during Regional Business Hours.

Service-Specific Terms

Initial Period

The Initial Period will commence on the Services start date identified in the Subscription Instrument.

Customer acknowledges and agrees that the Term will expire at the end of Customer’s subscription even if Customer does not complete its onboarding requirements in order to receive Services during the Term.

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Automatic Renewal Opt-Out Process

The Service renews automatically as set forth in the Agreement, unless Customer cancels as follows:

- Customer may opt-out of automatic renewal by providing Arctera written notice at least ninety (90) days prior to the end of Customer's Initial Period (also called the Minimum Period) or a then-current Renewal Period (each, a "Term").
- Such notice of automatic renewal opt-out, or notice of non-renewal, must be sent to the assigned Service Delivery Manager. A notice of non-renewal takes effect upon the expiration of the then-current Term.

Service Conditions

Customer shall not disclose the results of any benchmark tests or other tests connected with the Services to any third party without Arctera's prior written consent.

Service Level Agreement ("SLA")

- Arctera will report on Service Level Agreement violations detected by the Services in accordance with the Monthly Report described above.
- If Customer believes it is entitled to a Service Credit, Customer must submit a Credit Request within ten (10) business days of the end of the calendar month in which the suspected service level non-compliance occurred. Customer recognizes that logs are only kept for a limited number of calendar days and therefore any Credit Request submitted outside of the provided timeframe will be deemed invalid.
 - All Credit Requests must be submitted by email to the Customer's assigned Service Delivery Manager with the subject line "Credit Request" (unless otherwise notified by Arctera).
 - All Credit Requests will be subject to verification by Arctera in accordance with the applicable provisions of this SLA.
- In addition to those areas listed before, an SLA will not apply:
 - during periods of non-availability due to force majeure, or acts or omissions of either Customer or a third party;
 - during any period of suspension of Services by Arctera in accordance with the terms of the Agreement or
 - where Customer is in breach of the Agreement (including without limitation if Customer has any overdue invoices); or
 - where Customer has not met the requirements for Arctera to provide the Service in accordance with the Agreement; or
 - until ninety (90) days following the Services start date.
- 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.
- A Service Credit is the equivalent of 2.5% of the Monthly Charge for the Services rendered in the calendar month in which the Service Level was breached.
- The maximum cumulative liability of Arctera under this SLA in any calendar month for Service Credits shall be no more than ten percent (10%) of the Monthly Charge for the Services.
- Arctera shall issue a refund in the event any Service Credit is earned in the month immediately prior to the termination or expiration of Services. The Service Level Agreements in this Service Description shall only apply to the In-Scope Managed Servers.

Additional Offerings

Customer may be entitled to access to the following additional offering(s), as noted in the Subscription Instrument, subject to additional fees.

a) Arctera Managed Enterprise Vault HA/DR Service Option

The MEV HA/DR Service Option is provided for Customer's high availability ("HA") and disaster recovery ("DR") devices that have been identified as targets for monitoring in the Customer's EV environment.

In addition to the standard Services features of MEV, a Customer who purchases the MEV HA/DR Service Option for Customer's HA/DR Servers will also receive the following additional features listed below for those applicable HA/DR Servers. Notwithstanding, Arctera will only use commercially reasonable efforts to comply with Service Level Agreements for any In-Scope HA/DR Managed Servers until such time as Customer's Pre-Service Level Period expires. The "Pre-Service Level Period" is an onboarding/setup period of time beginning with the MEV HA/DR Service Option's start date and ending on the date specified to Customer in writing. Following, the Pre-Service Level Period, any Service Level Agreements apply as normal.

Service Features

The MEV HA/DR Service includes the following features:

Feature	Frequency/Availability	Description
EV DR Document Development	Once during Initial Term	<p>Arctera will conduct information gathering sessions with Customer to document the current HA and/or DR configuration for the EV environment.</p> <p>After conducting and completing the requirements gathering and system assessment, Arctera will begin the development of an EV DR document ("EV DR Document"). Contents of the EV DR Document typically include, but are not limited to, the following configuration information:</p> <ul style="list-style-type: none"> • Number and location of HA/DR EV servers • Server architecture for EV • Storage and capacity (including bandwidth) planning for EV • Backup and recovery strategies for EV DR • HA deployment and failover requirements • Operational support requirements <p>Deliverables:</p> <ul style="list-style-type: none"> • EV DR Document <p>Assumptions and constraints:</p> <ul style="list-style-type: none"> • The EV DR Document will be distributed to Customer's project team to allow Customer an opportunity to review the document prior to the any formal review sessions. • Customer will perform the execution of the work outlined in the EV DR Document.

Feature	Frequency/Availability	Description
Disaster Recovery Testing	Once every twelve (12) months	<p>Arctera will assist Customer in conducting a DR test of their EV environment per the EV DR Document. Activities to be included during the DR test are:</p> <ul style="list-style-type: none"> • Test failover to the disaster recovery site • Validate failover and complete User Acceptance Test ("UAT") checklist • Complete failover back to production site • Validate production site failback and complete UAT checklist • Update EV DR Document as needed <p>Deliverables:</p> <ul style="list-style-type: none"> • Updated EV DR Document • UAT Checklist <p>Assumptions and constraints</p> <ul style="list-style-type: none"> • Arctera will be able to provide this activity outside of Customer's Regional Business Hours. • Assistance for this activity will be remotely provided by a Arctera resource.

b) Dedicated Enterprise Vault Specialist

The Dedicated EV Specialist serves as a technical escalation point for the Arctera MEV Service Management Center ("MEV SMC") as well as a customer-facing resource to assist Customer with planning exercises or implementation of best practice methodologies. The Dedicated EV Specialist offering provides Customer with access to an identified, dedicated Arctera EV specialist for up to 220 work days during Regional Business Hours, during each annual term of the Agreement.

Responsibilities of the Dedicated EV Specialist may include:

- Assisting the Customer with best practices in development of archive policies.
- Coordinating EV-related issues escalated by the MEV SMC.
- Researching and providing technical advisement to help Customer optimize product performance, based on Customer's specific environment and operating objectives.
- Assisting with the technical aspects of the Services during project kickoff and through the duration of Services.
- Reviewing the initial health-check of Customer's existing archiving environment in connection with the Services and helping to identify any areas that need to be improved.
- Assisting the MEV SMC, when needed, with upgrading/patching processes in connection with Services.
- Perform technical escalation management to Arctera when required.
- Creating root cause analysis documentation when applicable.
- Participating in service reviews in connection with Services.
- Participating in issue management inclusive of multi-vendor collaboration in connection with Services.

Definitions

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

“Credit Request” means the notification which Customer must submit to Arctera in order to request a remedy under the SLA.

“Designated User” means person designated by the Customer to access the Service.

“In-Scope Managed Servers” means the Managed Servers for which Customer has purchased Services.

“Incident(s)” means any event which is not part of the standard operation of the Services and which causes, or may cause, an interruption or a reduction of the quality of the Services.

“Managed Server(s),” also identified as **“Servers”** in the Subscription Instrument, means the scan target for DRA, which can take the form of storage arrays, physical servers, guest servers, and databases.

“Major Release” means a software release that introduces architectural changes, major feature changes, significant changes in support of platforms or operating systems, or changes that affect compatibility. Documentation revisions, error corrections and enhancements, and Minor Releases are all tied to and considered part of a Major Release and follow the EOL timelines and support phases of the Major Release.

“Minor Release” means a software release that introduces new features, additional platform support, infrastructure changes or minor architectural changes consistent with the related Major Release. Minor Releases generally incorporate all previous bug fixes and patches issued since the prior Major Release. A Minor Release is tied to the preceding Major Release.

“Monthly Charge” means the prorated monthly fee payable to Arctera for the affected Services.

“Operations Manual” means the operational guide detailing administrative processes and operations for Arctera Managed Enterprise Vault. The Operations Manual may be updated by Arctera from time to time and will be distributed to Customer by the Services account team.

“Priority 1 Incident(s)” are EV Incidents with no workaround, where the use of a critical system is impossible in the production environment, or severely risks critical business operations. Examples include complete loss of EV service; loss of connectivity in the live environment; hardware failure in the live environment, causing a major business impact; server “out of disk space” in the live environment; and server down/unresponsive, impacting business.

“Problem” is a technical question or technical issue a customer may have regarding their software’s performance.

“Regional Business Hours” means the standard hours of business operation, typically 8 a.m. to 5 p.m., during the business hours and business days in a specific geographic region, based on the local office hours of Arctera and/or its local Service provider(s). Regional Business Hours exclude holidays and days of rest.

“Service Credit” means the amount of money that will be refunded to Customer (or Customer’s channel partner, as applicable) after a Service Level Agreement breach has been reported by Arctera or through submission of a Credit Request and validation by Arctera that a credit is due.

“**Severity Level**” is the classification of the problem, such as Severity 1.

“**Severity 1**” means a problem has occurred where no workaround is immediately available, in one of the following situations: (a) production server(s) or other mission critical system(s) are down; (b) a substantial portion of mission critical data is at a significant risk of loss or corruption; (c) a substantial loss of service; (d) business operations have been severely disrupted; or (e) an issue that causes a network or system to fail catastrophically or that compromises overall system integrity or data integrity (i.e. causing a system crash, loss or corruption of data, or loss of system security) and significantly impacts ongoing operations in a production environment.

“**Subscription Instrument**” means (i) the applicable Arctera certificate or a similar document issued by Arctera that accompanies, precedes or follows Customer’s access to the Service, or (ii) a Service-specific written agreement is executed between Customer and Arctera the terms of which expressly supersede the certificate.

“**Supported Configuration**” means a configuration in which the product operates in a customer’s environment that solely consists of supported operating systems, hardware platforms, software applications, firmware levels, databases, devices, device drivers, and Arctera custom-developed scripts and other configuration elements stated in the customer’s documentation, or that Arctera has validated, approved, or verified for operation in conjunction with the product. For these purposes, references to the “environment” include the hardware platforms, operating systems, software applications, and other third-party solutions the customer may be using with the product.

“**Total Managed Server Count**” means the total quantity of Managed Servers (either physical or virtual) for which Customer has purchased Services.

END OF SERVICE DESCRIPTION