

This service description (“**Service Description**”) describes the Resident Services (the “**Service**”). This Service Description is part of any quote (“**Quote**”) referencing the Services herein, and governed by the Consulting Services Terms, available at <https://www.arctera.io/license-agreements>, (collectively, the “**Agreement**”). Customer must submit a Purchase Order referencing the Quote number and the following purchase description: “**Resident Services**”.

## Scope of Services

The Service may include the following activities:

Optimize IT Operations:

- Advise and contribute to technical projects
- Participate in the planning and execution of any migrations, upgrades, deployments, patches or disaster recovery testing
- Perform configuration and environment reviews
- Assist with production planning to minimize risk to the operating environment and the Arctera product
- Assist with planning, support and evaluations for new features and functionalities within the Arctera product
- Provide technical detail and actively participate in the account-planning process and in quarterly business reviews to assess program's status and strategic direction relative to the Customer's business objectives

Stabilize IT Infrastructure:

- Diagnose technical issues encountered with the Arctera product
- Monitor and manage escalated issues and serve as the single technical point of contact for escalations
- Provide monitoring and incident response during non-routine activities
- Assist in the identification and implementation of best practice processes and procedures for installation, configuration and utilization of the Arctera product in a supported environment
- Provide informal knowledge transfer to Customer staff responsible for the management and maintenance of the Arctera product

## Expedited Response:

- Provide proactive and reactive advice on issues regarding upgrades, patches, and updates
- Provide response or clarification for any relevant Arctera product-related questions during daily operations
- Coordinate with Arctera technical support to resolve product issue escalations to assist in faster resolution and reduce unplanned downtime
- Assist in troubleshooting and providing technical details for probable cause analysis of break/fix issues encountered

## Key Dependencies

Prerequisites, assumptions, or dependencies for the Service are:

1. Customer acknowledges that this is a Residency resource (“**Resident**”) intended to function as staff augmentation and will work under the ongoing direction and control of Customer.
2. Customer will provide the Resident with building access, a workspace, and internet access for connectivity back to Arctera during onsite work.
3. Customer will provide Resident with the tools and access necessary to perform the assigned tasks. These may include, but are not limited to a Customer laptop, a dedicated account having appropriate access, and remote access to the Customer environment.
4. Customer will designate one (1) individual who will manage and direct the tasks requested of the Resident.
5. Customer is responsible for project management and task management related to the Resident. However, Arctera will provide access to a Delivery Manager as an escalation point who will review and track tasks as well as working with the Resident and internal Arctera resources to help progress toward Customer goals and resolving Customer issues.
6. Customer is responsible for ensuring that all Customer change control processes are followed. The Resident will follow change control processes, as explained by Customer. Customer is responsible for obtaining all necessary approvals for system changes, including exceptions to change control processes.
7. Customer acknowledges that knowledge transfer activities are not formal training and understand that no courseware will be provided.
8. Customer understands and acknowledges that training and time off are critical components for the ongoing effectiveness of Residents. Residents will provide notice for all planned absences and will work to schedule planned absences around time-critical Customer projects.

## Payment Terms/Fees

The referenced Quote in Customer's Purchase Order provides the Total Quantity ordered and Fees, including travel and expenses, if required, for the Service.

## Renewal

A new quote is necessary for any renewal of Services. Customer must provide thirty (30) days' written notice for any renewal request, and Arctera (or its authorized channel partner) will accordingly prepare a new Quote and Customer will provide a new or revised PO to cover all Fees and estimated expenses. Arctera reserves the right in its sole discretion not to renew the Service.

The parties may agree to renew the Service for the same period of performance as originally purchased or longer. Arctera reserves the right to increase Fees to then-current pricing for the subsequent renewal period.

## Termination

Notwithstanding any provision to the contrary in the Agreement, Customer may terminate Resident Services by providing at least thirty (30) days prior written notice to terminate without cause and agreeing to pay all associated Service Fees until the termination effective date.

## Out of Scope

Services not specifically set forth in this Service Description are considered out of scope. Requests for any services not included in the Scope will require an additional quote with Fees based on then-current Arctera rates at the time of purchase.