



Veritas Alta™ Archiving March 2023 Service Description



Veritas Alta Archiving (also known as Enterprise Vault.cloud)

Veritas Alta Surveillance (also known as Advanced Supervision)

Veritas Alta eDiscovery (also known as Discovery Archive)

Service Overview

The Veritas Alta Archiving Service ("Service") is a software as a service archiving, eDiscovery and supervision platform, as further described in this service description ("Service Description").

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 Veritas.

Service Offerings

Service Features

- 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(s).
- The Service is monitored on a twenty-four (24) hours/day by seven (7) days/week basis and is monitored for hardware availability, service capacity and network resource utilization. The Service is regularly monitored for service level compliance and adjustments are made as needed.
- The Service does not replace Customer's need to backup Customer's mail server(s). In the event that Customer needs to rebuild a mail server, it should rebuild the mail server from backup data rather than from the archive.



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Main Service Offerings

| Service ¹ | Meter | Description |
|-------------------------------------------------------------------------------------------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Veritas Alta Archiving Discovery Option (formerly Discovery Archive) | Per User Per Month (PUPM) | Veritas Alta Archiving Discovery Option is an email archiving service designed to expedite specific topic or discovery (eDiscovery) requests, enforce Email use policies and to retain data for customer defined periods. |
| Veritas Alta Archiving Personal Option (formerly Personal Archive) | Per User Per Month (PUPM) | Veritas Alta Archiving Personal Option is an email archiving service designed to let individual users search their personal archived information. |
| Veritas Alta Archiving Continuity | Per User Per Month (PUPM) | Veritas Alta Archiving Continuity is a Service that allows Users to access their Email via a dedicated folder in Microsoft Outlook® or a web-based User interface during a failure of the main Email server platform (“Continuity Event”). <ul style="list-style-type: none"> Continuity can be purchased for only a subset of Users. Data extraction is not available for this Service. Additional considerations for this Service are located below this table. |
| Veritas Alta Surveillance (formerly Veritas Advanced Supervision (VAS) or AdvisorMail) | Per User Per Month (PUPM) | Veritas Alta Surveillance allows Users in regulated industries to support supervisory requirements for electronic communications, including reducing audit review time, minimizing compliance risk and increasing organizational efficiency. <ul style="list-style-type: none"> A customer must also have a corresponding number of Veritas Alta eDiscovery licenses for all Users of this Service. This Service is available with a (standard) seven (7) year or (optionally for an additional fee) a ten (10) year retention period. (See Retention Periods section below for more information.) |
| Enterprise Vault to Veritas Alta Archiving Conversions (Cross Grades XGRD) | Per User Per Month (PUPM) | Cross Grades allow an existing on-premise Enterprise Vault Customer to transition to a Veritas Alta Archiving Service offering. <ul style="list-style-type: none"> Data import of up to 2 GB (1,024 GB = 1 TB) per User is included at no additional charge under these cross grades for new customers. Data import must be completed within one year from the start of Service. Any additionally needed capacity per User or import after the first year of Service will be subject to a data import fee. Please see additional considerations for the Data Import/Ingestion Option below. |
| Veritas Alta eDiscovery Read Only Historical Access (DA Read Only) | Per GB Per Month | Read Only Historical Access allows a customer to retain access to Customer Data within the Veritas Alta eDiscovery archive. The Customer Data must remain static and, therefore, no new journaling is allowed on such an archive. |

¹Data import is not included under these standalone services (except for a conversion) and must be purchased separately.



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Additional Considerations

Continuity – Additional Considerations

(these considerations only apply to Mailbox Continuity)

Customer must use an approved Email security platform that can be found on the Service [compatibility list](#).

- Customer agrees to configure the Service within the web interface Service portal as a failover delivery route and to further inform Veritas of the delivery location (mail hostname or IP address) by domain of its mail servers at commencement of this Service. Customer acknowledges and agrees that it has an ongoing obligation to update Veritas, during its use of the Service, of any changes to such delivery location. Customer acknowledges that Customer's failure to make such configurations or to provide Veritas with such delivery information may adversely impact the performance of the Service.
- IF VERITAS IS UNABLE TO ESTABLISH AN SMTP CONNECTION TO CUSTOMER, CUSTOMER'S EMAILS WILL BE ROUTED TO THE SERVICE ON BEHALF OF CUSTOMER. FOR THE AVOIDANCE OF DOUBT: (I) IF CUSTOMER'S FIREWALL ACTS AS A PROXY AND RESPONDS ON BEHALF OF THE MAIL SERVER, OR (II) IF CUSTOMER'S MAIL SERVER ISSUES ANY RESPONSE (INCLUDING WITHOUT LIMITATION ERROR CODES), THIS WILL CONSTITUTE AN SMTP CONNECTION AND WILL NOT BE A CONTINUITY EVENT.
- The Service uses an opportunistic TLS connection when attempting Email delivery. ALL EMAIL BOUNDARY ENCRYPTION.CLOUD AND POLICY BASED ENCRYPTION.CLOUD SERVICE CUSTOMERS ALSO USING THE SERVICE ACKNOWLEDGE AND AGREE THAT A TLS CONNECTION WILL BE ATTEMPTED BUT MAY NOT BE ACHIEVED; THEREFORE, EMAILS MAY NOT BE ENCRYPTED. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT SHOULD NOT SEND OR RECEIVE SENSITIVE DATA VIA THE SERVICE AND CUSTOMER DOES SO ENTIRELY AT ITS OWN RISK.
- During the Term of the Service, all Email retrieved or stored by the Service will be stored and accessible by Customer for ninety (90) days and will subsequently be automatically deleted.

Customer acknowledges and agrees that (i) Veritas does not scan Emails that originally enter the archive and (ii) Veritas does not scan Emails that are released from the archive for reinstatement to a User's mailbox. Accordingly, Veritas cannot be responsible for any virus, spam, images or inappropriate content that such reinstated Emails may contain, and therefore, any Service Level Agreement will not apply to such reinstated Emails.



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Bundled Suites

| Suite | Meter | Personal Option | Discovery Option | Continuity | Veritas Alta Archiving Classification ¹ | Veritas Alta Surveillance | Storage & Retention Options ² |
|------------------------------------------------------------------------------------------|-----------------------------|-----------------|------------------|------------|----------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Veritas Alta Archiving (Discovery and Personal) | Per User Per Month (PUPM) | • | • | | | | <ul style="list-style-type: none"> • Non-WORM storage |
| Veritas Alta Archiving (Discovery and Personal Continuity) | Per User Per Month (PUPM) | • | • | • | | | <ul style="list-style-type: none"> • Non-WORM storage |
| Veritas Alta eDiscovery Suite (formerly Advanced eDiscovery Suite (VAD) or Govern Suite) | Per User Per Month (PUPM) | • | • | • | • | | <ul style="list-style-type: none"> • Non-WORM storage • 7-year retention with WORM storage • 10-year retention with WORM storage |
| Veritas Alta eDiscovery Capacity Suite with Veritas Alta Capture ³ | Per 100GB or 1 TB Per Month | • | • | • | • | | <ul style="list-style-type: none"> • Non-WORM storage |
| Veritas Alta Surveillance Suite (formerly Advanced Supervision (VAS) Suite) | Per User Per Month (PUPM) | • | • | | • | • | <ul style="list-style-type: none"> • 7-year retention with WORM storage • 10-year retention with WORM storage |



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¹Veritas Alta Archiving Classification allows the Customer to automatically classify items based on their content and metadata, which can then be searched and filtered using Veritas Alta eDiscovery according to the tags that have been assigned to them.

²WORM storage refers to Write Once Read Many, or immutable storage. (See the Retention Periods subsection of the Additional Service Requirements section below for more information.)

³Veritas Alta eDiscovery Capacity Suite entitles a customer to Veritas Alta Capture, in accordance with its Service Description at <https://www.veritas.com/company/legal/license-agreements> and includes most available Connectors available with the exception of the following, without limitation: non-Veritas third-party Connectors (e.g., TeleMessage) and fee-based transcription services Connectors

All Bundled Suites listed above, except for Veritas Alta eDiscovery Capacity Suite with Veritas Alta Capture, include data import of up to 2 GB (1,024 GB = 1 TB) per User at no additional charge for new customers. Data import must be completed within one year from the start of Service. Any additionally needed capacity per User or import after the first year of Service will be subject to a data import fee. Please see additional considerations for the Data Import/Ingestion Option below.

Bundled Suites are comprised of multiple individual services but are treated as one Service, at one price per bundle. Individual services within a Suite cannot be separately terminated. An existing Customer with a subscription to a Suite can cancel the Suite at renewal and instead purchase licenses for a different Suite or for Veritas Alta eDiscovery only. This will enable Customer to continue preserving their information in the archive and perform searches. Customer must maintain the same number of licenses Customer had in the prior subscription. For example, if the Customer had 500 licenses of the Veritas Alta Archiving (Personal and Discovery), the Customer is required to purchase 500 licenses of Veritas Alta Archiving Discovery Option in order to retain access to its archived information. Pricing may increase, and prior discounting may not be available.

Please also note that changing from any Suite to a Suite with a WORM storage option will subject the data in the Service to the purchased retention period, as detailed in the Retention Periods subsection of the Additional Service Requirements section below.

One-Time Fees

| Service | Meter | Description |
|------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Set Up Fee | Per Set Up | <p>The setup fee is required for all new Veritas Alta Archiving customers. This fee covers the implementation services, which includes an individual project manager responsible for creating a customized implementation for the customer. They also assist the customer with necessary configurations and the overall on-boarding process. The implementation project manager provides the customer with customized training on Veritas Alta Archiving that is catered to their specific use case(s).</p> <p>The setup fee covers the implementation services, which includes an individual project manager responsible for creating an implementation plan for the customer. This person</p> |



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| Service | Meter | Description |
|---------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | will also assist the customer with necessary configurations, the overall on-boarding process, and training on the Services catered to Customer's specific use case. |
| 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 Veritas Alta eDiscovery or Personal Option (or a Suite containing Veritas Alta eDiscovery or Personal Option). 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 Veritas Alta eDiscovery or Personal Option (or a Suite containing Veritas Alta eDiscovery or Personal Option). |
| Mail Reassignment Option | Per Gigabyte | This is a one-time fee where Veritas 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 Veritas Alta eDiscovery (or a Suite containing Veritas Alta 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 chooses to purchase the Veritas Alta eDiscovery Suite and/or the Veritas Alta Surveillance Suite and wish to apply classification policies to previously-archived information. |
| Additional Storage | Per Terabyte | This add-on provides more overall storage to a Customer's Service environment in 1TB increments to avoid exceeding the Shared Storage Allocation. |

Additional Considerations

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 to Veritas Alta Archiving, Veritas will use Direct Migrator as part of the ingestion process, a feature within the Service, to move that data into the Service archive.

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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.
- Veritas 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 [Direct Migrator Services](#) for more details around Veritas' 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 Veritas.
- 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.
- Veritas cannot guarantee the time it will take to import the data once received.

Veritas 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 the 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 the 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, Veritas shall work with Customer to plan and perform any reasonable corrective action. If Veritas cannot provide the corrective action, Customer and Veritas 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.

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Data Export/Extraction Option. Unless otherwise agreed to by the parties, extraction is available at Veritas' 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, Veritas will work with Customer to plan and perform any reasonable corrective action. If Veritas cannot provide the corrective action, Customer and Veritas 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.

Add-on Options

| Add-on Option | Meter | Description |
|----------------------------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bloomberg® Option | PUPM | This option provides secure capture, indexing and archival of Instant Bloomberg and Bloomberg messages for customers in the financial services industry using a Bloomberg Terminal. |
| CloudLink Option | No charge | This option synchronizes data between Customer's Microsoft Exchange Active Directory and Veritas Alta Archiving. |
| File Archive Option ("box.com Add-on") | PUPM | This option is for files stored on enterprise www.Box.com accounts. It allows Customers to map Box® users to the archive by Email address, then captures and indexes Box® files after securely transmitting them in Email to the archive. Files may then be searched and accessed during the eDiscovery process or for individual use. Administrators can select any combination of compatible file types. |
| Folder Sync | PUPM | This option allows a Customer to view Emails in a manner similar to the Email organization in the User's message folders. As Users create message folders and/or move emails between such message folders, the synchronization feature subsequently replicates the folder structure inside Personal Option. |
| Office 365 Option | No charge | This option synchronizes data between Customer's Office 365 environment and Veritas Alta Archiving. |
| Transcription Option | PUPM or Per Hour | This option allows audio and video files to be transcribed and then archived into the Service either on a per user per month basis or in a block of pre-purchased hours. Both meters are subject to Overages if Customer uses more than purchased. For the avoidance of doubt, Customer is not entitled to refunds for any prepaid, unused Transcription services purchased. |



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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. Veritas may disable the Software Component at that time.

Customer Responsibilities

Veritas can only perform the Service if Customer provides required information or performs required actions. If Customer does not provide/perform per the following responsibilities, Veritas'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 Veritas to begin providing the Service.
- **Adequate Customer Personnel:** Customer must provide adequate personnel to assist Veritas in delivery of the Service, upon reasonable request by Veritas.
- **Customer Configurations vs. Default Settings:** 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.
- **Electronic Discovery Capabilities.** If a customer has subscribed to Veritas Alta eDiscovery (or a Suite with Veritas Alta eDiscovery), that customer may perform electronic discovery requests on its Customer Data in order to extract an offline copy of that request. However, for Veritas 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. Veritas reserves the right to further limit or even refuse discovery service requests if the volume of requests is degrading the overall service experience for Veritas' other customers. Please note these requests are only available



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during the Service term of the Agreement and Customer's access to the Service in all capacities ends when the Service term ends.

- **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 Veritas Alta eDiscovery (or a Suite with Veritas Alta eDiscovery). Customer should reach out to the Service data management team at cloud.dm@veritas.com to request a quote for Data Export (Extraction) Option at Veritas' then-current per GB rates. Customer must reach out to Veritas 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 within the Service offering 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.

Service-Specific Terms

Acceptable Use Policy

Veritas must preserve the integrity of the Service and maintain its Service Uptime commitment for all its customers. Customer must always use the Service in a manner contemplated under this Service Description. Neither Customer, nor Customer's end users, shall use the Service to negatively impact the security, integrity, or functionality of the Service or other customers' ability to use the Service, including, without limitation the following:

- Transmission, distribution, retrieval or storage of 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, surreptitiously intercept or expropriate any system, data, or personal information.
- Attempting to gain unauthorized access to an account or computer resource not belonging to Customer and/or purposely altering or forging identities is prohibited.
- Impersonating someone else by altering a source IP address or by using forged headers or other identity information is prohibited. Fraudulently concealing, forging or otherwise falsifying identities in connection with any use of the Service is prohibited.
- Engaging 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) is prohibited. Monitoring any data, information or communications on any network or system (including the Service) that is not owned by Customer or without authorization is prohibited.



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- Using a third-party tool to perform or circumvent any of the functionality of the Service is prohibited. Veritas reserves the right to restrict such tools from operating within its infrastructure.

Third-Party Policies

Customer will comply with applicable third-party hosting policies (e.g., Azure policies) for acceptable use or similar terms for end users.

Notification of Violation

If Customer becomes aware of any violation of this AUP, Customer must notify Veritas as soon as reasonably practicable.

In the event of an emergency, Veritas 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 in order to protect the integrity and security of the Service, and shall provide Customer notice of such suspension as soon as reasonably possible.

Security Vulnerability or Incident Notification

If Customer becomes aware of any actual or potential security vulnerability or incident, Customer must immediately report it to Veritas through the process set forth at <https://www.veritas.com/security>.

Assistance and Technical Support

Customer Assistance. Veritas 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.

Maintenance. Veritas 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, Veritas will use commercially reasonable efforts to give Customer seven (7) calendar days' notification, via email, or SMS or phone as requested. Veritas 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.



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“**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, Veritas 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 Veritas 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 Veritas’ 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 Veritas 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 Veritas): returnsandcancellations@veritas.com. 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.
- Customer should review the implications and processes related to cancellation prior to cancelling as outlined at https://www.veritas.com/support/en_US/article.100042694.html.

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.

Any renewals orders of a DNR purchase or automatic renewal of a purchase provided under a promotional discount is subject to the then-current pricing for such purchase.

Data Decommissioning

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



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- Service cancellation (either by request of Customer or in the event of non-payment)
- Service termination or expiration
- License reduction at renewal in excess of 10%

Customer loses all access to the Service and its Customer Data immediately following suspension, expiration, or termination of Services.

Unless otherwise prohibited by law or court order, decommissioned Customer Data will be deleted in accordance with our standard deletion practices within thirty (30) days of the Data Decommissioning event and is irretrievable thereafter.

If Customer needs a copy of their Customer Data, Customer must request a quote for such Customer Data from cloud.dm@veritas.com prior to the Data Decommissioning event.

Shared Storage Allocation

The maximum storage allocation permitted for offerings sold on a per User basis is 15 GB per User. Purchasing multiple Veritas Alta Archiving offerings does not increase this per User allocation but a Customer can purchase Additional Storage to obtain additional terabytes overall. 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 usage 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 Veritas will invoice for excess Service use and Customer will promptly pay for such excess use. In such an event, Veritas will charge fees for the excess use at the same rates for the current Term monthly in arrears or in accordance with Veritas' then-current processes.

Usage Reduction

Customer cannot reduce the agreed upon quantity of users during any existing term but may only reduce that quantity at renewal time. Absent evidence of a company divestiture, split or other entity realignment, Veritas reserves the right to reduce the quantity of users for the existing product(s) 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 Veritas' then-current processes. Pricing will be adjusted for the lower volume which shall result in increased per user pricing, and prior discounting will not be available. Customer Data associated with the removed licenses will be decommissioned in accordance with the Data Decommissioning section, and Veritas Alta eDiscovery will no longer retain the corresponding data for the licenses Customer does not renew. Customers who wish to retain the data from these previous licenses will need to contact the Services data management team at cloud.dm@veritas.com for a data extraction quote.



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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, Veritas 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.
- Customer may not disclose the results of any benchmark tests or other tests connected with the Service to any third party without Veritas's prior written consent.
- Veritas 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.veritas.com/about/legal/license-agreements>.
- If Customer has not provided the requested provisioning information to allow Veritas to provide the Service, Veritas 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 Veritas 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 Veritas's then current per GB rates ("Data Extraction"), provided Customer had a Veritas Alta eDiscovery (or a Suite with Veritas Alta eDiscovery) subscription. In the event Customer fails to provide written instruction to Veritas as provided in the preceding sentence, Customer Data will be decommissioned in accordance with the Data Decommissioning section. Veritas 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 Service Instrument. 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 by Customer or Veritas.

Service Level Agreement ("SLA")

- Veritas' 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 Veritas 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.



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- 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 Veritas; (vi) during any period of suspension of service by Veritas 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 ¹ |
|--------------------|-----------------------------|
| ≥99.9% | 0% |
| >=99.0% but <99.9% | 10% |
| <99.0% | 25% |

¹ 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 Veritas 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.
- Veritas will validate the information provided by the Customer and if a Service Credit is due, it will be applied against the next Veritas invoice for the Customer's Service. If a Service Credit is successfully claimed for more than one



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Veritas 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.

Data Privacy

Data Collection; Data Protection Regulations. In connection with Customer's use of the Service, Veritas and Veritas' licensors, subcontractors, or agents on Veritas' behalf may collect, retain, disclose and use certain information ("Collected Data"). Collected Data may include, but is not limited to, personally identifiable information about Customer, Customer's devices or systems or Customer's software usage. Veritas uses such Collected Data to enable, optimize and provide the Service and/or maintenance/support to Customer (and may engage third parties to do so as well) and to improve Veritas' products and services in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Service, Customer agrees to allow Veritas to collect Collected Data as described in this section. Please refer to Veritas' product privacy notices at <https://www.veritas.com/company/privacy> in order to fully understand what information Veritas collects, retains, discloses, and uses from Customer or Customer's devices. Please note that the use of the Service may be subject to data protection laws or regulations in certain jurisdictions. Customer is responsible for ensuring that Customer's use of the Service is in accordance with such laws or regulations. Customer acknowledges that the Collected Data will be processed and accessible on a global basis by Veritas, its Affiliates agents and subcontractors for the purposes of providing the Service and/or maintenance/support, to generate statistical information about the Service, for internal research and development, and as otherwise described in the Agreement. Customer also consents for Customer and as agent for its contacts whose details have been collected as part of the Collected Data to the use by Veritas of that personal information for the purposes of informing Customer of Veritas products and services which may be of interest to Customer and account management. Where Customer's processing of the personal data provided to Veritas under this Agreement is subject to the General Data Protection Regulation (EU) 2016/679, or other applicable laws that relate to the processing of personal data and privacy that may exist in the European Economic Area, United Kingdom or Switzerland, Veritas shall process such personal data in accordance with the Data Processing Terms and Conditions at www.veritas.com/privacy. Veritas may disclose the Collected Data as required or permitted by law or in response to a subpoena or other legal process.

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.

"Customer Data" means the data Customer stores or archives in the Service.



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

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

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

“**Service Component**” means certain enabling software, hardware peripherals and associated documentation which may be separately provided by Veritas 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 Veritas that a credit is due to Customer.

“**Service Credit Request**” means the SLA credit request a Customer submits to Veritas 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.

“**Software Component**” means a Service Component consisting of Veritas 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.

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

“**Suite**” means a collection of Veritas Alta Archiving 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 Veritas 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 that actually uses any portion of the Service, including all mailboxes that send and/or receive Email.

“**WORM**” means write once, read many.