Service Overview

The Symantec Enterprise Vault.cloud (“EV.cloud”) Service is the collective name for the archiving services and options described in this service description. Customers must purchase each Service and add-on Services separately.

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 Symantec.

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TECHNICAL/BUSINESS FUNCTIONALITY AND CAPABILITIES

Service Features

- The Administration Console, as applicable, is an Internet-based resource and tool available to Customer as part of the Service. Customer can access the Administration Console by using a secure password protected login. The Administration Console 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 managed 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.
- Reporting for the Service is available through the Administration Console. Reporting may include activity logs and/or statistics. Customer may choose to generate reports, through the Administration Console, which can be configured to be sent by Email on a scheduled basis, or downloaded from the Administration Console.
- The Service is intended to enable Customer to implement a valid and enforceable computer use policy, or its equivalent.
- Customers may export data from the Enterprise Vault Discovery.cloud Service in a self-service model. For an additional fee, Symantec will export data from Enterprise Vault.cloud for the Customer and transfer that data to Customer via courier. Data will be transferred to Customer encrypted.
- The maximum single Email size that can be ingested is 50MB unless otherwise specified in this appendix.
- 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.

Services and Options

- **Symantec Enterprise Vault Personal.cloud.** The Enterprise Vault Personal.cloud Service is an Email archiving service designed to give a User access to their personal Email archives.
  - The Service stores and indexes Emails and attachments in the archive.
  - Users can also access the archive from Microsoft Outlook® or Microsoft Outlook® Web App (where supported), IBM Lotus Notes®, and through a browser-based, secure website.
- **Symantec Enterprise Vault Discovery.cloud.** The Enterprise Vault Discovery.cloud Service 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.
  - The Service stores and indexes Emails and attachments in the archive.
  - Users can access the archive through a browser-based, secure website.
- **Symantec Enterprise Vault.cloud BlackBerry® Option.** The Enterprise Vault.cloud BlackBerry® Option is an add-on Service to the Enterprise Vault Personal.cloud Service that allows Users to access and search archived Emails, attachments, SMS, PIN-to-PIN messages and call log files from their BlackBerry® devices. The Enterprise Vault.cloud BlackBerry® Option can be deployed by Administrators to Users from a BlackBerry® Enterprise Server (BES) or by Users via BlackBerry® Desktop Manager. Download and installation of Service Software is required for the BlackBerry® Option. The BlackBerry® Option is compatible only with approved versions of BlackBerry® enterprise servers and operating systems set forth in the current Compatibility List. The Compatibility List is located at: [http://www.symantec.com/docs/TECH191408](http://www.symantec.com/docs/TECH191408).
- **Symantec Enterprise Vault.cloud Import Option.** The Symantec Enterprise Vault.cloud Import Option is an add-on Service to the Enterprise Vault Personal.cloud or Enterprise Vault Discovery.cloud Services that allows Customer to migrate and ingest existing legacy Email data into Customer’s archive. This add-on Service allows Customer to combine both ingested legacy Email and new Email streams within the archive.
  - This add-on Service requires active participation by Customer to plan, analyze and execute an ingestion plan.

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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 Symantec.

Customer can extract the data and provide it in any compatible format from supported repositories.

With Customer’s guidance, this add-on 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.

Symantec cannot guarantee the time it will take to import the data once received.

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

- **Symantec Enterprise Vault.cloud for Box®,** Symantec Enterprise Vault.cloud for Box® is an add-on Service to the Enterprise Vault Personal.cloud or Enterprise Vault Discovery.cloud Services for files stored on enterprise www.Box.com accounts. This add-on Service allows Customers to map Box® users to the archive by Email address. This add-on service 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.

- **Symantec Enterprise Vault.cloud for Salesforce Chatter®,** Symantec Enterprise Vault.cloud for Salesforce Chatter® is an add-on service to the Enterprise Vault Personal.cloud or Enterprise Vault Discovery.cloud Services for posts on Salesforce Chatter®. This add-on service captures and indexes Salesforce Chatter® posts after securely transmitting them in Email to the archive. Files may then be searched and accessed during the eDiscovery process. Download and installation of Service Software is required for the Sharepoint add-on.

- **Symantec Enterprise Vault.cloud Folder Sync Option,** The Symantec Enterprise Vault.cloud Folder Sync Option is an add-on Service to the Enterprise Vault Personal.cloud Service which enables a Customer to view Emails in Enterprise Vault Personal.cloud in a manner similar to the Email organization in the User’s Microsoft Outlook® folders. As Users move Emails between Microsoft Outlook® folders and create and move the location of Microsoft Outlook® folders, the synchronization feature subsequently replicates the folder structure inside Enterprise Vault Personal.cloud. Download and installation of Service Software is required for the Folder Sync Option.

- **Symantec Enterprise Vault.cloud Mailbox Continuity.cloud,** Symantec Enterprise Vault Mailbox Continuity.cloud 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”). This Service requires Customer to use at least one of the Symantec Email Security Services.

  - Customer agrees to configure the Service as a failover delivery route with the Administration Console and to further inform Symantec 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 Symantec, 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 Symantec with such delivery information may adversely impact the performance of the Service.

  - IF SYMANTEC 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 OR 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) the Symantec Email Security Services do not scan all Emails that originally enter the archive and (ii) the Symantec scanning services (Email AntiVirus.cloud, Email AntiSpam.cloud, Email Image Control.cloud and Email Content Control.cloud) may not scan Emails that are released from the archive for reinstatement to a User’s mailbox. Accordingly, Symantec 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.

- **Symantec Enterprise Vault.cloud IM Logging Option.** The Symantec Enterprise Vault.cloud IM Logging Option is only available to Customers who also use the Symantec Instant Messaging Security.cloud Service. The IM Logging Option is a cloud-based add-on Service to the Symantec Instant Messaging Security.cloud Service. The IM Logging Option utilizes the Enterprise Vault.cloud Service to archive instant message transcripts from Symantec Instant Messaging Security.cloud. This IM Logging Option captures and indexes instant message transcripts in Enterprise Vault Discovery.cloud. From Enterprise Vault Discovery.cloud, Customers can search across content directly and export search results for further review and analysis.

- **Symantec Enterprise Vault.cloud CloudLink Option.** The CloudLink Option is a Service Software that synchronizes data between Customer’s directory server and Enterprise Vault.cloud. Download and installation of Service Software is required for the CloudLink Option.

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Customer Responsibilities

Symantec can only perform the Service if Customer provides required information or performs required actions. If Customer does not provide/perform per the following responsibilities, Symantec’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 Symantec to begin providing the Service.
- Adequate Customer Personnel: Customer must provide adequate personnel to assist Symantec in delivery of the Service, upon reasonable request by Symantec.
- Customer Configurations vs. Default Settings: Customer must configure the features of the Service through the Administration Console, if applicable, 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.

Supported Platforms and Technical Requirements

- Each service within the Enterprise Vault.cloud Service offering are compatible only with approved versions of on-premise mail servers and hosted mail services set forth in the current Compatibility List. The Compatibility List is located at: http://www.symantec.com/docs/TECH191408.

Service Software Components

The Service includes the following Service Software: Cloudlink Option, Folder Sync Option, Blackberry Option, SharePoint Add-On.

SERVICE-SPECIFIC TERMS

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 Symantec notice, at least ninety (90) days prior to the end of Customer’s Initial Period (also sometimes called the Minimum Period) or a then-current Renewal Period (each, a “Term”).
- Such notice of renewal opt-out must be sent to the following address (or replacement address as published by Symantec): lof_billing@symantec.com. A notice of non-renewal takes effect upon the expiration of the then-current Term. Any notice given according to this procedure will be deemed to have been given when received.

Assistance and Technical Support

Customer Assistance. Symantec will provide the following assistance a 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 resolve reported problems with the Service.
Maintenance. Symantec 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, Symantec will use commercially reasonable efforts to give Customer seven (7) calendar days’ notification, via email, or SMS or phone as requested. Symantec 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, Symantec 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 Symantec could not have reasonably prepared for the need for such maintenance, and failure to perform the maintenance would adversely impact Customer.

**Additional Service Requirements**

- The use of any Service Software in the form of software shall be governed by the license agreement accompanying the software. If no EULA accompanies the Service Software, it shall be governed by the terms and conditions located at (http://www.symantec.com/content/en/us/enterprise/eulas/b-hosted-service-component-eula-eng.pdf). Any additional rights and obligations with respect to the use of such Service Software shall be as set forth in this Service Description.

- The Service is intended to enable Customer to implement a valid and enforceable computer use policy, or its equivalent. 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, Symantec 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 Symantec’s prior written consent.

- Symantec may update the Service at any time in order to maintain the effectiveness of the Service.

- Except as otherwise specified in the Service Description, the Service (including any Service Software provided therewith) 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 http://www.symantec.com/about/profile/policies/eulas/.

- If Customer has not provided the requested information to allow Symantec to provide the Service, Symantec reserves the right to begin charging for the Service within thirty (30) days of receipt of an order for the Service. All Customer data stored or archived by the Service by Symantec or its third party vendors is the sole property of Customer ("Customer Data"), and nothing herein conveys to Symantec or its vendors any legal or equitable right, title, or interest into Customer Data.

- 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 Symantec to: (i) delete Customer Data at no charge (unless prohibited by law or court order); or (ii) provide an offline copy in PST format via hard disk media at Symantec’s then
current rates. In the event Customer fails to provide written instruction to Symantec as provided in the preceding sentence, Symantec shall delete Customer Data (unless prohibited by law or court order).

- Customer Data shall be retained until the end of the archive term. The default archive term is ten (10) years following the sent date of the Customer Data though Customer has the option of changing the archive term. For example, if an email has a sent date of May 1, 2014 then the email will be archived until May 1, 2024 by default. Customer Data shall be deleted by Symantec after the archive term and may no longer be accessible by Customer or Symantec.
SERVICE LEVEL AGREEMENT

General

- If Customer believes it is entitled to a remedy in accordance with this Service Level Agreement, Customer must submit a Credit Request in writing 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 will be subject to verification by Symantec in accordance with the applicable provisions of this Service Level Agreement.

- This Service Level Agreement 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) during any period of suspension of service by Symantec in accordance with the terms of the Agreement or (iii) where Customer is in breach of the Agreement (including without limitation if Customer has any overdue invoices); or (iv) Customer has not configured the Service in accordance with the Agreement.

- The remedies set out in this Service Level Agreement shall be Customer’s sole and exclusive remedy in contract, tort (including without limitation negligence) or otherwise, with respect to this Service Level Agreement.

- The maximum accumulative liability of Symantec under this Service Level Agreement in any calendar month shall be no more than one hundred percent (100%) of the Monthly Charge payable by Customer for the affected Service(s).

- Where the affected Service is part of a Non-Severable Service Bundle:
  - For the purpose of calculating Service Credits, the Monthly Charge for such affected Service shall be calculated as the total monthly charge for the Non-Severable Service Bundle divided by the number of separate Services included in the bundle; and
  - if Customer terminates the affected Service in accordance with this Service Level Agreement, the revised charge for the Non-Severable Service Bundle shall be calculated as the original total Monthly Charge for the Non-Severable Service Bundle, divided by the original number of separate Services included in the bundle, and multiplied by the number of remaining constituent Services in that bundle.

Service Availability

- Symantec shall provide 99.99% availability for the Service. If availability for a full calendar month falls below 99.99%, subject to the clause below Customer will be entitled to a Service Credit in accordance with the table below.

<table>
<thead>
<tr>
<th>Availability</th>
<th>Percentage Credit of Monthly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;99.9% but ≥99.9%</td>
<td>5% of Monthly Charge</td>
</tr>
<tr>
<td>&lt;99.9% but ≥98.0%</td>
<td>10% of Monthly Charge</td>
</tr>
<tr>
<td>&lt;98.0% but ≥95.0%</td>
<td>15% of Monthly Charge</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Availability</th>
<th>Charge Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;95.0% but ≥89.9%</td>
<td>25% of Monthly Charge</td>
</tr>
<tr>
<td>&lt;89.9%</td>
<td>2.5% of Monthly Charge for every 1% of lost availability up to a maximum of 100% of the Monthly Charge</td>
</tr>
</tbody>
</table>

- Credit Requests must include the dates and times of unavailability. Symantec will compare the information provided by Customer with availability monitoring data maintained by Symantec. In response to a Credit Request, a Service Credit shall be issued if the unavailability triggers a credit pursuant to the table in the Clause above. The Service Credit described in this Clause shall be Customer’s sole and exclusive remedy in connection with any unavailability. Unavailability for Planned Maintenance or Emergency maintenance is excluded from availability calculations.
DEFINITIONS

Capitalized terms used in this Service Description, and not otherwise defined in the Agreement or this Services 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.

“Credit Request” means the notification which Customer must submit to Symantec by Email to support.cloud@symantec.com with the subject line “Credit Request” (unless otherwise notified by Symantec).

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

“End User License Agreement (EULA)” means the terms and conditions accompanying Software (defined below).

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

“Monthly Charge” means the monthly charge for the affected Service(s) as defined in the Agreement.

“Non-Severable Service Bundle” means a bundle of Services defined in the Non-Severable Service Bundle and Legacy Name Charts located at www.symanteccloud.com/documents.aspx.

“Service Credit” means the amount of money that will be credited to Customer’s next invoice after submission of a Credit Request and validation by Symantec that a credit is due to Customer.

“Service Software” means Software (defined below), as may be required by a Service, which must be installed on each Customer computer, in order to receive the Service. Service Software includes the Software and associated documentation that may be separately provided by Symantec as part of the Service.

“Software” means each Symantec or licensor software program, in object code format, licensed to Customer by Symantec and governed by the terms of the accompanying EULA or terms and conditions referenced in this Agreement, as applicable, including without limitation new releases or updates as provided hereunder.

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

“User” means an individual person and/or device authorized to use and/or benefits from the use of the Service, or that actually uses any portion of the Service, including all mailboxes that send and/or receive Email.