

Veritas Velocity

Service Description

April 2018



Service Overview

The Veritas Velocity (“Velocity”) Service is a hybrid cloud solution with both on premises and Veritas managed cloud components. The solution ingests data for the purposes of making that data easily accessible to users as they need it, which allows Velocity to reduce the number of copies of data that are created

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 Veritas. If terms and conditions accompany this Service Description, such terms and conditions apply to Customer unless Customer has an applicable signed Agreement.

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TECHNICAL/BUSINESS FUNCTIONALITY AND CAPABILITIES

Service Features

- Customer can access the Velocity Management Console (“VMC”) by using a secure password protected login. The VMC provides the ability for Customer to configure and manage the Service, manage user accounts, manage access reports, and view data and statistics (when available).
- Customer can access the Velocity User Console (“VUC”) by using a secure password protected login. The VUC provides the ability for Customer to view and provision copies of ingested data and manage existing provisioned data.
- The VMC and VUC are hosted and managed from the Veritas cloud. The VMC is managed on a twenty-four (24) hours/day by seven (7) days/week basis and is monitored for availability, capacity and resource utilization. The Service is regularly monitored for service level compliance and adjustments are made as needed.
- The Velocity Appliance is installed within the customers data center (on premises). The Velocity Appliance is managed and used via the VMC and VUC respectively. This forms a hybrid-cloud configuration; on premises Velocity Appliance, Veritas managed cloud VMC and VUC.
- The Service will offer integrated user authentication and access control. As such, server, network or other infrastructure configuration changes may be necessary to allow the Velocity service to communicate with the customers environment.
- The Service will offer data ingestion services. As such, server, storage, network or other infrastructure configuration changes may be necessary to allow the Velocity service to communicate with the customers environment.
- The Service is intended to enable Customer to ingest and store data in such a manner as making it easily accessible to users for them to provision copies of said data on demand, and as they wish.
- In the event that continued provision of the Service to Customer would compromise the security of the Service, including, but not limited to, hacking attempts, denial of service attacks, mail bombs or other malicious activities either directed at or originating from Customer’s domains, Customer agrees that Veritas may temporarily suspend Service to Customer. In such an event, Veritas will promptly inform Customer and will work with Customer to resolve such issues. Veritas will reinstate the Service upon removal of the security threat.
- Should the Service be suspended for any reason whatsoever, any configuration and end-user changes or actions will not be saved and it shall be the responsibility of Customer to undertake or repeat necessary actions when the Service is reinstated.
- Should the Service be terminated and upon Customer’s written request and in accordance with applicable laws, Veritas will delete all Service-related Customer information held by Veritas-. It shall remain the responsibility of the Customer to perform desired deletions for any Customer information remaining on-premise and/or contained in the Velocity Appliance.

Customer Responsibilities

Veritas can only deliver and 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.
- Adequate Customer infrastructure: Customer must provide adequate infrastructure for the installation of the Velocity Appliance.

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- Customer must configure the features of the Service through the VMC, 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

Visit the system requirements section at this link:

http://veritashelp.com/CS?locale=EN_US&vid=v111382649_v111382577&ProdId=VELOCITY_ADMIN&context=VV2015#

Portals

The Service includes the following portals upon payment of the applicable fee:

- Velocity Management Console (VMC) – Delivered as SaaS
- Velocity User Console (VUC) – Delivered as SaaS

Service Software Components

The Service includes the following Service Software Components, upon payment of the applicable fee:

- Velocity Workload Agent – Delivered as an installable software package

Appliance Components

The Service is dependent upon obtaining and installing a Velocity appliance.

Assistance and Technical Support

Customer Assistance. Veritas will provide the following assistance a part of the Service, during regional business hours:

- 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. Veritas must perform maintenance from time to time. 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, SMS, or as posted on the VMC/VUC. 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. "**Planned Maintenance**" means scheduled maintenance periods 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 by posting an alert on the applicable VMC/VUC 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

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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.

- *Routine Maintenance (VMC and VUC).* Veritas will use commercially reasonable efforts to perform routine maintenance of the VMC or VUC at times when collective Customer activity is low to minimize disruption to the availability of the VMC or VUC. Customer will not receive prior notification for these routine maintenance activities.

SERVICE-SPECIFIC TERMS

Rights Granted

- You shall have the right to use the Service upon acquiring the on-premise software and appliance for Veritas. The use of such software and/or appliance will be subject to additional terms and conditions accompanying such component.

Service Conditions

- 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.
- The use of any Service Component in the form of software shall be governed by the license agreement accompanying the software.
- The use of any Service Component in the form of hardware shall be governed by the warranty card accompanying the hardware.
- Except as otherwise specified in the Service Description, the Service (including any Hosted Service Software Component 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 <https://www.veritas.com/about/legal/license-agreements> (or at any other link provided by Veritas).
- Veritas may update the Service at any time in order to maintain the effectiveness of the Service.
- The Service may be accessed and used globally, subject to applicable export compliance limitations and technical limitations in accordance with the then-current Veritas standards.
- Any templates supplied by Veritas are for use solely as a guide to enable Customer to create its own customized policies and other templates.
- Customer may not remove, obscure, or alter any notice of any trade name, trademarks, service marks or other indicia of origin of a party, or other intellectual property or proprietary right appearing on or contained within the Service.
- Customer may not interfere or attempt to interfere in any manner with the functionality or proper workings of the Service. Customer may not, and may not attempt to, reverse engineer, disassemble, or decompile the Service.
- Customer may not use the Service to violate the security or integrity of any network, computer, or communications system, software application, or network or computing device provided by Veritas (individually or collectively "System(s)"), including vulnerability scanning or penetration testing of any System.
- Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Customer may not take any action, or attempt any action, that interferes with or disrupts the proper function of any System.
- Customer may not use any Open Source Software in connection with the Service in any manner that requires, pursuant to the license applicable to such Public Software, the Service (a) disclosed or distributed in source code form, (b) made available free of charge to recipient, or (c) modifiable without restriction by recipient. "Open Source Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software or similar licensing or distribution models, including but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) the GNU General Public License (GPL); Lesser/Library GPL (LGPL), or Free Documentation License; (b) The Artistic License; (c) the Mozilla Public License; (d) the Netscape Public License; (e) the Sun Community Source License (SCSL); (f) the Sun Industry Standards License (SISL); (g) the BSD License; and (h) the Apache License.

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- Customer agrees that Veritas may temporarily suspend Service to Customer if Veritas reasonable determines that: (a) in the event that continued provision of the Service to Customer would compromise the security of the Service, including, but not limited to, hacking attempts, denial of service attacks, mail bombs or other malicious activities either directed at or originating from Customer's domains; (b) there is a threat or attack on the Service (including a denial of service attack) or other event that may create a risk to the Service, Veritas or any other Veritas Customer; (c) Customer is using the Service for fraudulent or illegal activities; (d) Customer is using the Service in breach of this Agreement; (e) Veritas is required to suspend the Service by a law enforcement agency, or other government agency or court order. In such an event, Veritas will make commercially reasonable efforts to promptly inform Customer and will work with Customer to resolve such issues.
- Should the Service be suspended for any reason whatsoever, any configuration and end-user changes or actions shall not be committed and it shall be the responsibility of Customer to undertake or repeat necessary actions when the Service is reinstated.
- Should the Service be terminated at Customer request, Veritas shall irreversibly delete all Customer information related to that service held in the Veritas managed cloud (VMC and VUC). It shall remain the responsibility of the Customer to do the same for the on-premises Velocity Appliance.
- Veritas may notify Customer of the end-of-life (end of availability) of a given Service by giving no less than one hundred eighty (180) days prior written notice before such end of Service Availability notwithstanding any provision in the Agreement.
- Lawful Use of Services. Customer may only use the Services for lawful business purposes. If Customer does not comply with this requirement, Veritas reserves the right to suspend all or part of the Service immediately during such non-compliance, without compensation to Customer of any kind.
- Customer Content. Veritas operates as a data processor with no control over the type, substance or format of Customer Content. Customer Content means information which the Customer uploads to the Service to be processed and/or stored through the Services and any information generated within the Service as a result of the processing of that information. Customer, as data controller, is responsible (i) to ensure that processing and disclosure of such information to Veritas complies with applicable laws; (ii) to inform users that their information will be processed by Veritas in the United States or other countries that may have less protective data protection laws than the region in which they are situated (including the European Economic Area); (iii) to inform users of how it will be used, and to assure that Customer has all appropriate consents required for such transfer and use; and (iv) to inform relevant users that communications transmitted through systems covered by the Services may be intercepted or monitored for purposes of the Services.
- Customer Entity Data. Customer Entity Data means information that Veritas needs to configure the Service, and/or to provide any included support for the Service to the Customer, including but not limited to, names, e-mail address, IP address and contact details of designated users and contacts for the Service, and other personal information provided during configuration of the Service or any subsequent support call. By providing the Customer Entity Data, Customer acknowledges that the Customer Entity Data, including any personal information contained within it, will be processed and accessible on a global basis by Veritas, its Affiliates agents and subcontractors for the purposes of providing the Service, to generate statistical information about the Services, for internal research and development, and as otherwise described in the Services Descriptions, including in countries that may have less protective data protection laws than in the country in which Customer or its users are located. Veritas may disclose the collected Personal Information as required or permitted by law or in response to a subpoena or other legal process. Customer also consents for itself and as agent for its contacts whose details have been provided as part of the Customer Entity 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. All questions and requests on privacy matters may be addressed to Veritas Technologies LLC – Privacy Program Office, 500 East Middlefield Road, Mountain View, CA 94043, USA. Email: privacy@veritas.com. Veritas acknowledges that individuals may choose to opt out of direct marketing at any time on written notice to Veritas.
- Indemnification by Customer. Customer agrees, at Veritas' request to defend, and to indemnify Veritas against and hold Veritas harmless from any and all claims, actions, losses, costs and expenses Veritas may incur as a result of: (i) any breach by Customer of the subsection above entitled "Lawful Use of Services", (ii) Customer's unauthorized use of the Service in a manner not contemplated by the Services Description, or (iii) any third party claim in relation to Customer Content and/or Customer Entity Data.



SERVICE LEVEL AGREEMENT

- Veritas shall use commercially reasonable efforts to provide 99.5% availability or greater for the Service.
- Access is defined as being able to successfully login and use the product functionality, as outlined in this service description.
- Service uptime is measured according to the calendar month. The monthly uptime percentage is the total number of minutes of uptime in a calendar month, divided by the total number of minutes in a calendar month. Uptime is defined as the time when a customer is able to access one or more Veritas SaaS solutions as reported by the Veritas incident management system.
- Customer acknowledges that 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) 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 or (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.

DATA PRIVACY NOTICE

- **Data Collection; Data Protection Regulations.** In connection with Customer's use of the Service, Veritas 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 devices or systems or Customer software usage. Veritas use(s) such Collected Data to enable, optimize and provide the Service or maintenance/support to Customer (and may engage third parties to do so as well) and to improve Veritas's 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's product privacy notices at <https://www.veritas.com/privacy> (or at any other link provided by Veritas) in order to fully understand what information Veritas collects, retains, discloses, and uses from Customer or Customer devices. Please note that the use of the Service may be subject to data protection laws or regulations in certain jurisdictions. Customer are responsible for ensuring that Customer's use of the Licensed Software is in accordance with such laws or regulations. Where Customer's processing of the Personal Information provided to Veritas under the Agreement is subject to the General Data Protection Regulation (EU) 2016/679, or other applicable laws that relate to the processing of Personal Information and privacy that may exist in the European Economic Area, Switzerland, and the UK, Veritas shall process such Personal Information in accordance with the Data Processing Terms and Conditions at www.veritas.com/privacy.

DEFINITIONS

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

"End User License Agreement (EULA)" means the terms and conditions accompanying Software and Service.

"Infrastructure" means any Veritas or licensor technology and intellectual property used to provide the Service.

"SaaS" means Software as a Service

"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.

"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 Veritas as part of the Service.

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

“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. For the Email Security Services and/or Email Archiving Services, the definition of **“User”** shall include all mailboxes that send and/or receive Email.

“Velocity Appliance” means the Velocity appliance that is required to be installed in the customers on-premises data center.

“Velocity Workload Agent” means the Velocity agent software that may be required to be installed on workload server/infrastructure to enable data ingestion.

“VMC” means the Velocity Management Console, used to performed configuration and administrative actions related to the Service

“VUC” means the Velocity User Console, used to perform all end-user actions related to the Service.

END OF SERVICE DESCRIPTION