



### Service Overview

The Veritas AdvisorMail (“AdvisorMail”) Service is an Email archiving and compliance service. Customers must purchase the Service and add-on Services separately.

**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.**

### Table of Contents

- **Technical/Business Functionality and Capabilities**
  - Service Features
  - Services and Options
  - Customer Responsibilities
  - Supported Platforms and Technical Requirements
- **Service-Specific Terms**
  - Automatic Renewal Opt-Out Process
  - Assistance and Technical Support
  - Additional Service Requirements
- **Service Level Agreement**
- **Definitions**

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### TECHNICAL/BUSINESS FUNCTIONALITY AND CAPABILITIES

#### Service Features

- Customer can access the Service Management Console (“SMC”) by using a secure password protected login. The SMC 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.
- Reporting for the Service is available through the SMC. Reporting may include activity logs and/or statistics. Customer may choose to generate reports, through the SMC, which can be configured to be sent by Email on a scheduled basis, or downloaded from the SMC.
- 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.
- The Service is intended to enable Customer to implement a valid and enforceable computer use policy, or its equivalent.
- Suggested word lists and template rules or policies supplied by Veritas contain words which may be considered offensive.

#### Services and Options

- AdvisorMail. Messages are captured, stored and indexed, auto-scanned and flagged based on Customer’s specific policy selections. Emails or attachments containing specific keywords or phrases can be reviewed as required by Customer.
- AdvisorMail IM Option. The AdvisorMail IM Option is an add-on Service to the AdvisorMail Service for supported instant message platforms. Instant messages are captured, stored and indexed, and auto-scanned and flagged based on Customer’s specific policy selections. Instant messages containing specific keywords or phrases can be reviewed as required by Customer. AdvisorMail IM Option interoperates with supported IM networks and clients which are currently defined in the AdvisorMail IM Option Compatibility List found at [https://www.veritas.com/support/en\\_US/article.000086758](https://www.veritas.com/support/en_US/article.000086758).
- AdvisorMail Bloomberg® Option. The AdvisorMail Bloomberg Option is an add-on Service to the AdvisorMail Service for Instant Bloomberg® (instant messages) and Bloomberg® Email. Bloomberg® messages are captured, stored and indexed, and auto-scanned and flagged based on Customer’s specific policy selections. This add-on Service captures Instant Bloomberg® and Bloomberg® Email into AdvisorMail in their proprietary format. Bloomberg® messages containing specific keywords or phrases can be reviewed as required by Customer.
- Veritas Enterprise Vault.cloud Import Option. The Veritas Enterprise Vault.cloud Import Option is an add-on Service to the AdvisorMail Service 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.
  - Customer must transfer Email data to be ingested via courier. All data 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 format defined in the User Guide found at [https://www.veritas.com/support/en\\_US/article.000024389](https://www.veritas.com/support/en_US/article.000024389) 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 archived into a single mailbox within the archive.
  - All migration activity can be logged and audited to provide integrity of Customer’s Email records.
  - The maximum size for an Email to be ingested is 40MB.
  - 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.

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### **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' 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.
- Renewal Credentials: If applicable, Customer must apply renewal credential(s) provided in the Subscription Instrument within its account administration, to continue to receive the Service, or to maintain account information and Customer data which is available during the Service Term.
- Customer Configurations vs. Default Settings: Customer must configure the features of the Service through the SMC, 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**

Supported platforms for the Service are defined below:

- AdvisorMail IM Option Compatibility List: [https://www.veritas.com/support/en\\_US/article.000086758](https://www.veritas.com/support/en_US/article.000086758)
- Enterprise Vault.cloud Import Option User Guide:  
[https://www.veritas.com/support/en\\_US/article.000024389](https://www.veritas.com/support/en_US/article.000024389)
- Archive Administration New releases:  
[https://www.veritas.com/support/en\\_US/article.000024389](https://www.veritas.com/support/en_US/article.000024389)

## **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 Veritas 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 automatic renewal opt-out, or notice of non-renewal, must be sent to the following address (or replacement address as published by Veritas): [returnsandcancellations@veritas.com](mailto:returnsandcancellations@veritas.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.
- If Customer chooses not to renew the Service, Veritas will not be responsible for retaining Customer Data (defined below) after the expiration of the Term. If the Customer desires to obtain a copy of the Customer Data, Customer must arrange for obtaining a copy prior to the end of the Term or Customer may extend their Term to accommodate the time it would take to transfer the Customer Data.

### **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

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- 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. “**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.

### **Additional Service Requirements**

- The use of any Service Component in the form of software shall be governed by the license agreement accompanying the software. If no EULA accompanies the Service Component, it shall be governed by the terms and conditions located at (<https://www.veritas.com/about/legal/license-agreements>). Any additional rights and obligations with respect to the use of such Service Component 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, 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’ prior written consent.
- Veritas 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 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>.
- 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

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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 a Service be suspended or terminated for any reason whatsoever, Veritas shall reverse all configuration changes made upon provisioning the Service and it shall be the responsibility of Customer to undertake all other necessary configuration changes when the Service is reinstated.
- If Customer has not provided the requested 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.
- All Customer data stored or archived hereunder by Veritas or its third party vendors is the sole property of Customer ("Customer Data"), and nothing in this appendix conveys to Veritas 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 Term or upon termination of the Service, Customer shall make a written election for Veritas to: (i) render Customer Data permanently inaccessible by Veritas and Customer at no charge (unless prohibited by law, court order, or regulatory body (SEC/FINRA)); or (ii) provide an offline copy in PST format via hard disk media at Veritas' then current rates. If the Customer desires to obtain a copy of the Customer Data, Customer must arrange for obtaining a copy prior to the end of the Term. **In the event Customer fails to provide written instruction to Veritas as provided in the preceding sentence or Customer elects removal of access, Veritas shall remove all access to Customer Data (unless prohibited by law or court order, or regulatory body) at the end of the Term.**
- Customer Data shall be retained until the end of the archive term. The default archive term is seven (7) 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, 2010 then the email will be archived until May 1, 2017 by default. After the archive term, Customer Data will no longer be accessible by Customer or Veritas.
- CUSTOMER ACKNOWLEDGES AND AGREES THAT PART OR ALL OF THE SERVICE MAY BE PERFORMED IN THE UNITED STATES OF AMERICA.

### SERVICE LEVEL AGREEMENT

- Veritas' Service Level Agreement ("SLA") 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.
- 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

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- 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 <sup>1</sup>
≥99.9%	0%
>=99.0% but <99.9%	10%
<99.0%	25%

- To successfully claim a Service Credit, Customer must submit a Service Credit Request in writing 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 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 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' 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/privacy> 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 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, Switzerland, Veritas shall process such personal data in accordance with the Data Processing Terms and Conditions at [www.veritas.com/gdpr](http://www.veritas.com/gdpr).

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<sup>1</sup> 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.

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### DEFINITIONS

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

**“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 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.

**“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 notification which Customer must submit to Veritas by Email to [cloud.support@veritas.com](mailto:cloud.support@veritas.com) with the subject line “Service Credit Request” (unless otherwise notified by Veritas).

**“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.

**“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.

**“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.

**“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.

### END OF SERVICE DESCRIPTION

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