



## Service Overview

The Veritas 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 Veritas.**

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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, Veritas 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 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

### Main Service Offerings

Service <sup>1</sup>	Meter	Description
Enterprise Vault Discovery.cloud  (Discovery Archive)	Per User Per Month  (PUPM)	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. <ul style="list-style-type: none"><li>• The Service stores and indexes Emails and attachments in the archive.</li><li>• Users can access the archive through a browser-based, secure website.</li></ul>
Enterprise Vault Personal.cloud  (Personal Archive)	Per User Per Month  (PUPM)	The Enterprise Vault Personal.cloud Service is an email archiving service designed to give a User access to their personal Email archives. <ul style="list-style-type: none"><li>• The Service stores and indexes Emails and attachments in the archive.</li><li>• 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, and/or mobile phone application.</li></ul>
Enterprise Vault Mailbox Continuity.cloud  (Mailbox Continuity)	Per User Per Month  (PUPM)	Veritas 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”). <ul style="list-style-type: none"><li>• Mailbox Continuity can be purchased for only a subset of Users.</li><li>• Data extraction is not available for this Service.</li></ul>

<sup>1</sup>Data import is not included under these standalone services and must be purchased separately.

### Additional Considerations

Enterprise Vault Mailbox Continuity.cloud. Customer must use an approved Email security platform that can be found on the [Veritas Enterprise Vault.cloud compatibility list](#).

- Customer agrees to configure the Service within the Administration Console 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. Customer must use an approved Email security platform that can be found on the [Veritas Enterprise Vault.cloud compatibility list](#).

## Bundled Suites

Suite	Data Import <sup>1</sup>	Personal.cloud	Discovery.cloud	Continuity.cloud	Automated Classification <sup>2</sup>
Enterprise Vault.cloud Product Suite	2 GB/user	X	X		
Enterprise Vault Enhanced.cloud Product Suite	2 GB/user	X	X	X	



Suite	Data Import <sup>1</sup>	Personal.cloud	Discovery.cloud	Continuity.cloud	Automated Classification <sup>2</sup>
Enterprise Vault.cloud Govern Suite	2 GB/user	X	X		X

<sup>1</sup>Data import of up to 2 GB (1,024 GB = 1 TB) per user is included at no additional charge only for new customers of the Suite. Data import must be completed within one year from the start of Service. Any additionally needed capacity per User will be subject to a data import fee.

<sup>2</sup>Automated Classification is only available under the Govern Suite. It allows the Customer to automatically classify items based on their content and metadata, which can then be searched and filtered using Enterprise Vault Discovery.cloud according to the tags that the Veritas Information Classifier has assigned to them.

An existing Customer with a Suite can cancel the Suite and instead purchase licenses for Enterprise Vault Discovery.cloud 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 Suite. For example, if the Customer had 500 licenses of Enterprise Vault Personal.cloud and Enterprise Vault Discovery.cloud, the Customer is required to purchase 500 licenses of Enterprise Vault Discovery.cloud in order to retain access to its archived information. Pricing may increase, and prior discounting may not be available. If the Customer does not want to maintain its Discovery.cloud licenses, then the Customer will need to extract its data from the archive.

## Setup, Import and Export Fees

Service	Meter	Description
Set Up Fee	Per Set Up	The setup fee is required for all new Enterprise Vault.cloud 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 Enterprise Vault.cloud that is catered to their specific use case(s).
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 Enterprise Vault Personal.cloud or Enterprise Vault Discovery.cloud Services (or a Suite containing either).



Service	Meter	Description
Export/Extraction Option	Per Gigabyte	Data export is available to a customer whose needs and timing exceed the self-service export capabilities within Enterprise Vault.cloud. The Enterprise Vault.cloud data management team will perform a data export from the archive. Data extraction is only available to Discovery.cloud (or Suite with Discovery Archive) customers.

## Additional Considerations

Import/Ingestion Option. The 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.

- 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.

Export/Extraction Option. Only available for Discovery.cloud.



## Add-on Options

Download and installation of Service Software is required for each of these add-on options.

Add-on Option	Meter	Personal Archive Add-on <sup>1</sup>	Discovery Archive Add-on <sup>1</sup>	Description
Blackberry® Option	PUPM	X		This option allows Users to access and search archived Emails, attachments, SMS, PIN-to-PIN messages and call log files from their BlackBerry® devices. It can be deployed by Administrators to Users from a BlackBerry® Enterprise Server (BES) or by Users via BlackBerry® Desktop Manager. The BlackBerry® Option is compatible only with approved versions of BlackBerry® enterprise servers and operating systems set forth in the current Compatibility List located at: <a href="https://www.veritas.com/support/en_US/article.000016792">https://www.veritas.com/support/en_US/article.000016792</a> .
Folder Sync	PUPM	X		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 Enterprise Vault Personal.cloud.
File Archive Option ("box.com Add-on")	PUPM	X	X	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.
Microsoft SharePoint® Option	PUPM		X	This option is for documents from an on-premise Microsoft SharePoint® Server. It captures and indexes SharePoint® content after securely transmitting them in Email to the archive. Files may then be searched and accessed during the eDiscovery process.
Microsoft Lync® Option	PUPM			This option consists of a Lync® Connector application that archives the transcripts of Microsoft Lync® Server instant messages and conferences. Microsoft Lync® Server provides the ability to archive Microsoft Lync® conversations to a Microsoft Lync® archiving database. The Lync Connector extracts the transcripts from the Microsoft Lync® archiving database in email format. After validation and processing the Lync Connector forwards the transcript emails to Enterprise Vault.cloud using SMTP.
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	X	X	This option synchronizes data between Customer's Microsoft Exchange Active Directory and Enterprise Vault.cloud.
Office 365 Option	No charge	X	X	This option synchronizes data between Customer's Office 365 environment and Enterprise Vault.cloud.

<sup>1</sup>This add-on option is also available to any Suite containing this Service.



## 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 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.
- Unassigned Licenses. The Unassigned Legacy Folder plays a critical role in ensuring the Customer compliantly captures all messages flowing into its Enterprise Vault.cloud 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.
- Self-Extraction Data Capabilities. If the customer has subscribed to Enterprise Vault Discovery.cloud (or a Suite with Discovery Archive), the Customer may extract its Customer Data on its own. However, for Veritas to preserve the integrity of the Service and maintain its Service Uptime commitments, these self-extraction services are limited. Though subject to change, as of the date of this Service Description, self-extraction requests are limited to no more than two hundred thousand (200,000) emails at a time. Please note self-extraction is only available during the services term of the Agreement and Customer's access to the Service in all capacities ends when the services term ends. Also note that Veritas reserves the right to further limit or even refuse self-extraction service requests if the volume of requests is degrading the overall service experience for Veritas' other customers.



## Supported Platforms and Technical Requirements

- Each service within the Enterprise Vault.cloud Service offering is 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: [https://www.veritas.com/support/en\\_US/article.000016792](https://www.veritas.com/support/en_US/article.000016792).

## Service-Specific Terms

### Automatic Renewal Opt-Out Process

Unless specified in the Agreement or Customer has otherwise opt-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, 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 Veritas): [returnsandcancellations@veritas.com](mailto:returnsandcancellations@veritas.com). For clarity, a notice of non-renewal 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 is strongly urged to review the implications and processes related to cancellation prior to cancelling as outlined at [https://www.veritas.com/support/en\\_US/article.100042694.html](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, 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 data stored by the Service may be deleted in accordance with Veritas' standard data deletion processes for expired customers.

## 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) 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.

## 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. "**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.



## Overages

- If Customer's actual usage exceeds its contracted quantity, then Veritas reserves the right to invoice for excess Service use and Customer will promptly pay for such excess use. Veritas reserves the right to either:
  - 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; or
  - Cancel the existing Services Order and replace it with a new Services Order for the adjusted usage amount (but at the same per user per month rate) on a quarterly basis or in accordance with Veritas' then current-processes.

## 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 (<https://www.veritas.com/about/legal/license-agreements>). 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, 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.
- 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 <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.
- All Customer Data is the sole property of Customer, and nothing herein 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 Service term or upon termination of the Service, Customer shall make a written election for Veritas 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 Veritas's then current rates ("Data Extraction"), provided Customer had an Enterprise Vault Discovery.cloud (or Suite with Discovery Archive) subscription. In the event Customer fails to provide written instruction to Veritas as provided in the preceding sentence, Veritas shall delete Customer Data (unless prohibited by law or court order). Veritas reserves the right, in its sole discretion, to refuse any Data Extraction request until Customer's account no longer has outstanding Services fees.
- While Customer's subscription is active, Customer Data is maintained according to the Customer-defined retention/expiry period. The default retention/expiry archive period is ten (10) years following the sent date of the Customer Email. Customer Data will be deleted by Veritas after the expiry of the retention period/default term and may no longer be accessible by Customer or Veritas.
- In the event Veritas is not paid Services fees due and following several notices sent for such past due Services fees, Veritas will commence cancellation of Customer's Services in accordance with the process outlined at [https://www.veritas.com/support/en\\_US/article.100043092.html](https://www.veritas.com/support/en_US/article.100043092.html).

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

<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.

- 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 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 and/or Switzerland, Veritas shall process such personal data in accordance with the Data Processing Terms and Conditions at <https://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:

**"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.

**"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).

**“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 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](https://www.veritas.com/support/en_US.html).

**“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 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 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 Enterprise Vault.cloud Services sold together as detailed further in this Service Description.

**“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.