



SERVICE DESCRIPTION FOR HPE HELION AND VERITAS CONTINUITY

1 INTRODUCTION

This Service Description is made and entered into on the Effective Date by and between the Veritas Technologies LLC and its affiliates (“Veritas”) and the Customer ordering the applicable services (“Customer”) and governs the purchase of the Services described in this Service Description (“Services”) by Customer from Veritas. This Service Description is subject to and incorporates by reference the Hosted Services Agreement (the “Agreement”) between the parties under which Veritas permits Customer to purchase the Services described in this Service Description.

2 SERVICES UNDER THIS SERVICE DESCRIPTION

This Service Description provides for delivery of HPE Helion and Veritas Continuity (“HVC”) services to Customer under the Agreement. This Service Description:

- (a) Amends and supplements the Agreement in [Exhibit A](#) (Supplementary Terms), but only with respect to the Services under this Service Description. Except as expressly amended by these Supplementary Terms, all other terms and conditions of the Agreement shall remain in full force and effect.
- (b) Describes the Services in [Exhibit B](#) (Statement of Work).
- (c) Defines Service Levels in [Exhibit C](#) (Service Levels).
- (d) Describes the Charges for the Services in [Exhibit D](#) (Charges), as well as costs or expenses that Customer will pay or reimburse.
- (e) Describes the process by which Customer can change certain elections and options applicable to Veritas accepted Orders through the HPE Helion and Veritas Continuity Portal (“HVC Portal”) in [Exhibit E](#) (Change Control).
- (f) Defines, amends and supplements various capitalized terms in [Exhibit F](#) (Glossary) but only with respect to the Services under this Service Description.

3 VERITAS AND HEWLETT PACKARD ENTERPRISE RESPONSIBILITIES

The Services described in this Service Description are Services which are provided by Hewlett Packard Enterprise and its affiliates (“HPE”) and their agents and contractors and are distributed to Customer by Veritas. All such Services are performed and operated by HPE at its data centers and through its personnel, and Service site preparation, set up, initiation, delivery and support are conducted, performed and controlled by HPE. For instance, the HVC Portal mentioned in Section 2(e) above is operated solely by HPE and its contractors. Except for any actions as specified in Exhibit D, any and all calls, requests and responses related to the operation and performance of Services are being performed by HPE, and Customer should contact HPE directly in connection with the performance and operation of the Services as described in this Service Description. For the purposes of clarity, Veritas’ Authorized Representative refer to HPE personnel. The Operations Center Desk, or Service Desk, referenced in the Acceptable Use Policy is operated by HPE. With respect to any performance or operations described in this Service Description, references to “Veritas” shall be deemed to include performance by HPE and its contractors.

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HPE Helion and Veritas Continuity

Service Description

June 2016



Veritas' role is limited solely to accepting orders and receiving payment for the Services and for accepting Service orders, change requests thereto and renewal, termination or expiration of the Services based on such orders. The terms of this Service Description are required by HPE. Except for matters involving payment and charges (Exhibit D), Veritas has no right to negotiate, change, modify or amend any of the terms or matters specified in this Service Description without written approval from HPE.

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EXHIBIT A

SUPPLEMENTARY HPE TERMS

1 HPE SUPPLEMENTARY TERMS

- A. Availability of the Services.** Veritas' or HPE's Authorized Representative will notify the Customer in writing when the HVC Services become production ready. Customer may rely only on the Veritas or HPE Authorized Representatives for this information. Veritas or HPE has the right to unilaterally change the date and/or the Services, functions and features that will be available, and Veritas or HPE will provide notice to Customer thereof. If any Services, function or features are not available for production by that date, Customer's sole remedy shall be to terminate the affected Service Description without paying a Termination Charge by giving written notice to Veritas within 30 days after its receipt of Veritas' notice.
- B. European Personal Data.** If Customer reasonably anticipates or discovers that its use of the Services will involve storage or processing of PII from the European Economic Area ("EEA"), Customer will so inform Veritas and HPE, and provide whatever information Veritas or HPE reasonably requests related to that storage or processing. Upon Customer's request, Veritas will enter into (or cause its Affiliates to enter into) EU Model Contract(s) with appendices (including technical and organizational security measures) in the form from time to time used by Veritas and its Affiliates (and available to Customer upon request). Customer hereby appoints Veritas as its agent to execute EU Model Contracts on Customer's behalf.
- C. Data Incidents.** In no event will Veritas or HPE be liable to Customer in the event that unauthorized access, acquisition, disclosure or use of PII has occurred ("Data Incident").
- D. Liability Limits.** Each party's total liability for damages and other amounts related to all claims of every kind ("claims") will not exceed: (a) for claims related to an Service Description, Customer's actual payments of Charges for those Services during the twelve (12) months preceding accrual of Customer's claims (or, if there are multiple claims, the last such claim to accrue); and (b) for claims related solely to the Agreement and not to any Service Description, US \$100,000 or its equivalent in relevant currency. Neither party may recover (for breach of contract or under any other basis for liability) lost profits, revenues or goodwill, anticipated savings, business interruption, diminished value of its business, or special, incidental, indirect, consequential, exemplary, or punitive damages (even if advised of the possibility of any such loss or damage). Veritas or HPE has no responsibility for loss, corruption, or destruction of data other than restoration from then-current backups maintained by Veritas, through HPE (only to the extent that Veritas, through HPE, provides backups and Customer chooses relevant options). The limitations above do not apply to (A) claims of intentional wrongdoing (such as fraud) or other matters for which liability cannot be excluded as a matter of law, (B) third party claims subject to any indemnification obligation to Customer, or (C) Customer's payment obligations. Both parties will use reasonable efforts to mitigate damages for which the other party may be responsible. The foregoing limitations shall not apply to Customer's obligations set forth in any indemnification obligation by Customer of the Agreement or this Service Description.
- E. Customer Indemnification.** Customer agrees to indemnify, defend and hold harmless Veritas and HPE from and against any and all claims, liabilities, damages and losses by unrelated third parties concerning actual or alleged

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acts or omissions of Customer, its Affiliates, and their respective End Users, employees, contractors or agents in connection with receipt or use of the Services including (a) the death or bodily injury of any agent, employee, customer, business invitee or any other person to the extent caused by the tortious conduct of Customer or any Customer Contractor, or (b) the damage, loss or destruction of any real or tangible personal property, to the extent caused by the tortious conduct of Customer or any Customer contractor.

- F. Infringements by Customer.** Customer agrees to defend and pay final awards of damages and approved settlement payments to unrelated third parties concerning allegations that Customer's acts or omissions (or those of its Affiliates, or their respective End Users, employees, contractors or agents) related to receipt or use of the Services infringe the third party's intellectual property rights.



EXHIBIT B STATEMENT OF WORK

1 SCOPE OF SERVICE

Veritas, through HPE, will provide to Customer the Services described by this Service Description. The Services *include* the services and responsibilities described below as Veritas responsibilities. The Services *exclude* all Customer responsibilities and any other services not described.

The Services consist of data replication for disaster recovery purposes, rehearsals, and recovery services, together with related preparatory and support services, as described below. Optional services are provided to the extent requested by Customer's Authorized Representatives in writing by submission of an order form and approval of the change by Veritas and HPE in writing. Veritas' performance may depend upon Customer's performance of Customer's responsibilities or other dependencies. General descriptions or references to particular services in this Service Description or elsewhere in the Agreement are subject to the more detailed descriptions below.

References to Veritas' Acceptable Use Policy, Security Features, policies, procedures, technical standards, and other standards refer to the versions in effect, as updated from time to time.

2 COMMENCEMENT OF SERVICES

2.1 VERITAS Responsibilities (Deployment Phase)

Veritas, through HPE, will do the following:

- (a) Designate two (2) or more representative(s) as its principal point(s) of contact for the Deployment and Operational phases of the engagement. Veritas or HPE may replace its representative(s) at any time and will so inform Customer.
- (b) Provide site preparation information to Customer for the installation of the Local Replication Equipment at Customer's site.
- (c) Perform technical tests as needed.
- (d) Configure Replication environment for the Replicated Data Sets.
- (e) Upon completion of the foregoing, commence operations (as described in Section 3.1, below).

2.2 Customer Responsibilities (Deployment Phase)

Customer will do the following:

- (a) Designate two (2) or more representative(s) as its principal point(s) of contact for the Deployment and Operational phases of the engagement. In addition, Customer will designate at least two (2) persons ("Technical Representatives") authorized to act for Customer concerning operational matters. Customer may replace its representative(s) at any time and will so inform Veritas or HPE.
- (b) Identify Replicated Data Sets and associated servers.

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- (c) Provide physical and electronic access for Veritas or HPE as needed.
- (d) Install, configure and thereafter maintain the Local Replication Equipment at Customer's site(s).
- (e) Provide assistance and infrastructure necessary for the Local Replication Equipment (such as, among other things, storage space for Replication buffering, network connectivity, data center and rack space, power, cooling, and firewall devices).
- (f) Configure, or cause a third-party provider to configure, communications links between Local and Remote Replication Equipment.
- (g) Configure its systems to permit access by the Replication Equipment.
- (h) Install Replication Agent software on relevant servers.
- (i) Procure and configure Wide Area Network ("WAN") connections and any associated hardware required at customer site and modify or configure firewalls as needed to permit Local and Remote Replication Equipment to communicate, and to support required monitoring.
- (j) Make skilled, knowledgeable technical staff available and provide other cooperation and support as reasonably necessary to perform Customer's responsibilities and cooperate with Veritas or HPE.

3 HVC SERVICE

Veritas, through HPE, will provide Customer the following services, to the extent specified in its accepted Order(s), in accordance with the terms of this Service Description and the Agreement.

3.1 VERITAS Responsibilities (Operational Phase)

After completion of deployment, Veritas, through HPE, will do the following:

- (a) Monitor and manage the Replication environment, consisting of the Replication Equipment and Computer Resources within the HPE location holding the Replication Equipment, taking appropriate corrective action as reasonably necessary to maintain sufficient operational capacity and capability.
- (b) Reconfigure the Replication environment as needed to accommodate changes in Replicated Data Sets and other approved or permitted changes.
- (c) Grant Customer access to the HVC Portal.
- (d) Review information and documentation furnished by Customer and consult with Customer as needed regarding their accuracy and completeness.
- (e) Provide the security management services described by the Security Features document.
- (f) Conduct review sessions to consult with Customer regarding issues and incidents at such times and intervals as Veritas or HPE deems advisable (or upon Customer's reasonable request).
- (g) Make Replication Equipment continuously available (apart from Maintenance Windows or essential repairs) for Replication of the data sets designated by Customer.

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- (h) Upon Invocation, designate a point of contact, set up and enable Customer's Replication Recovery Environment and make it available, together with any optional services selected by Customer in accordance with the procedures described by the Continuity Services User Guide ("User Guide").
- (i) After Invocation, support Customer's Fail-Over, using Replicated Data Sets as Customer's Primary Data and the Compute Resources in accordance with the procedures described by the User Guide.

3.2 Customer Responsibilities (Operational Phase)

After completion of deployment, Customer will do the following:

- (a) Review and update Replicated Data Sets and associated servers as needed and at least semi-annually.
- (b) Provide electronic access for Veritas or HPE to support the Services as needed.
- (c) Take primary responsibility for resolution of any problems that involve activities at Customer's sites or within its environments.
- (d) Continue to provide assistance and infrastructure necessary for the Local Replication Equipment (such as, among other things, data center and rack space, power, cooling, and firewall devices).
- (e) Maintain configurations for its systems to permit access by the Replication Equipment.
- (f) Coordinate software upgrades on relevant servers with Veritas or HPE to ensure compatibility with Replication Agent software.
- (g) Provide and maintain WAN connections (including additional bandwidth, when needed) and modify or configure firewalls as needed to permit Local and Remote Replication Equipment to communicate, and to support required monitoring.
- (h) Make skilled, knowledgeable technical staff available and provide other cooperation and support as reasonably necessary to perform Customer's responsibilities and cooperate with Veritas or HPE, including participation in periodic and other review sessions, as described above.
- (i) Consult the HVC Portal regularly (and at least weekly) to monitor the Replication environment, Replication targets, space usage and other pertinent information.
- (j) Comply with applicable laws, regulations and software licenses.
- (k) Comply with Customer's security obligations as described in the Security Features.
- (l) Promptly inform HPE of any perceived difficulty with Replication or other aspects of operations, and of any material changes in Customer's environments that may affect Replication or other aspects of operations.
- (m) Upon receipt of a credible warning of a potential disaster affecting Customer's facilities (such as a tsunami or hurricane warning) Alert HPE by telephone.
- (n) Upon occurrence of a disaster affecting Customer's facilities, Primary Data or related servers, commence Fail-Over by telephoning HPE and advising HPE whether to recover some or all servers. After Fail-Over begins, start applications, verify data integrity and promptly advise HPE of any anomalies.
- (o) When Customer's facilities are again operational, inform HPE and confirm completion of the following:
 - (i) configuration of servers and storage; (ii) startup of operating systems and applications; (iii) network connectivity

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and data consistency; (iv) installation of Replication Agents; and (v) recovery of then-current Primary Data by working with HPE.

- (p) Upon successful startup of the Customer's operations at the production facility, inform and cooperate with HPE to discontinue operations from the recovery environment and resume normal operations, all in accordance with the procedures described by the User Guide.

3.3 Rehearsals

The Services, to be performed by HPE, include two (2) eight (8) hour business days for Rehearsals every twelve (12) months, which can be taken in one block of two (2) days, or two (2) blocks of one (1) day. Rehearsals aborted by HPE (for example, on account of disasters affecting other customers) do not count toward the foregoing limitations. The Rehearsal(s) can be scheduled upon Customer's request, given at least fourteen (14) days' advance notice (and subject in all cases to the potential need to make staff, equipment and other resources available to perform recovery services and previously scheduled Rehearsals for other customers) HPE will schedule and conduct Rehearsals in accordance with its standard procedures then in effect, as disclosed in writing and available to Customer. Rehearsals are conducted during normal business hours, at relevant HPE facilities, using Snapshot copies of Replicated Data Sets and an isolated network within the HPE facility in order to avoid disruption of normal data Replication, but otherwise generally in accordance with the procedures described by Sections 3.1 (h) and (i) and 3.2 (m), (n), (o), and (p). HPE reserves the right to suspend or cancel Rehearsals at any time, even while in progress, if equipment, staff and other resources are required in order to support recovery services to other customers. After completion of a Rehearsal, HPE will provide a standard post-Rehearsal report and, upon request, conduct a post-Rehearsal conference call to review the results. If all or a portion of a Rehearsal is unsuccessful, it may be repeated (without additional charge if it was unsuccessful because of HPE's failure to perform its responsibilities).

4 OPTIONAL SERVICES

Upon request, through an accepted Order or approved change, Veritas, through HPE, will provide the optional services described below for the applicable additional Charges.

4.1 Additional Rehearsals

Additional Rehearsals or Rehearsal time (in addition to Rehearsals covered by Charges) may be available, upon Customer's request, subject to availability of resources.

4.2 Additional Servers and Storage

Customer may request additional Compute Resources or storage capacity, subject to availability.

4.3 Hosted Active Directory Server

In order to support complex Active Directory configurations (e.g. multiple domains and/or multiple sites) an option is available whereby Veritas, through HPE, will provide a virtual machine within the recovery environment to host an Active Directory Server.

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4.4 Additional Virtual Routing Instance

HVC provides as part of the core solution a single Virtual Routing Instance in the Replication Recovery Environment. If Customer has more complex network requirements and needs multiple independent routers, then this option allows Customer to purchase additional independent Virtual Routing Instances. These instances are made available during Invocation or Rehearsals and are not permanently active.

4.5 Additional Virtual Firewall Instance

HVC provides as part of the core solution a single Virtual Firewall Instance in the Invocation compartment. If multiple independent firewalls are required, then this option allows Customer to purchase additional Virtual Firewall Instances. These instances are made available during Invocation or Rehearsals and are not permanently active.

4.6 Additional Facilities

Upon at least sixty (60) days' prior notice, Customer may request and Veritas, through HPE, will provide an operator bridge room at HPE's facility for use by a reasonable number of Customer's Technical Representatives for operation of Customer's systems during a disaster. Veritas' ability, through HPE, to make these rooms available is subject to physical limitations of its facilities. They are available for customers' use on a first-come, first-served basis.

4.7 Data Backup

Upon request, Veritas, through HPE, will prepare a proposed change order for backup service, including remote storage of encrypted data, for Customer's use during an Invocation operated from HPE facilities.

5 MAINTENANCE WINDOWS

Veritas, through HPE, may take Replication Equipment out of service during Maintenance Windows in order to perform regular maintenance, update or upgrade hardware or software, or for other similar purposes. Maintenance Windows are scheduled at HPE's discretion at times announced in advance. During Maintenance Windows, Replicated Data Sets will be retained temporarily at Customer's Local Replication Equipment. Buffered data is released after completion of the Maintenance Window.

6 SUPPORT SERVICES

6.1 Liaison between VERITAS and Customer

HPE operates an HVC Service Desk ("Service Desk") to respond to inquiries, service requests, and reports of incidents submitted by Customers through their Authorized and Technical Representatives. Veritas, through HPE, will provide access for Customer's Authorized and Technical Representatives to the Service Desk by telephone or e-mail.

6.2 Customer Data Erasure

All Customer Data residing on HPE storage infrastructure contained within the Replication Recovery Environment, and used to deliver the Services during Rehearsals or normal operations, will be deleted from the storage as part of the standard multi-tenanted storage array capability when returned to the storage pool prior to it being made available for use by other customers.

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6.3 Service Desk and Incident Management

The Service Desk conducts business in English. The Service Desk will work with Customer to resolve incidents and other reported problems. The Service Desk will accept Priority 1, 2 and 3 incidents twenty-four (24) hours daily, seven (7) days a week, three hundred sixty-five (365) days a year; and Priority 4 and 5 incidents during business hours, Monday through Friday. When incidents are either detected by Veritas or HPE or reported by Customer, Veritas, through HPE, will:

- (a) Classify them according to the following priorities:

Priority Level	Description	Examples	Response Time
Priority 1	Emergency event	Production system outage or severely affected by Replication; requests for assistance during Fail-Over	1 hour
Priority 2	Business critical problem	Replication stalled	2 hours
Priority 3	Degraded service	Loss of a single Replication instance	4 hours
Priority 4	Priority requests	Response to high-priority support questions (at Customer's reasonable request)	Next business day
		High priority change request	Next business day
Priority 5	Routine	Lower priority questions or change requests	Next business day

- (b) Investigate the causes, undertake appropriate remedial action to restore affected Services as quickly as reasonably possible, and take appropriate action to prevent recurrence. Remedial action may include workarounds and later corrective action.
- (c) Inform Customer of the status of incidents reported by Customer at reasonable intervals in accordance with HPE's standard practice.
- (d) Inform Customer of the resolution of incidents reported by Customer (subject to reopening if the resolution is unsuccessful). Resolution may include determinations that incidents were caused by defects in Customer's software or data, user errors, or other matters outside the scope of the Services and Veritas' or HPE's responsibility. In such cases, Veritas reserves the right to charge Customer for corrective work at Veritas' then-current standard rates.

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- (e) Response Time means elapsed time between registration of an incident, problem or inquiry in Veritas', through HPE, tracking system and commencement of resolution efforts. Actual resolution times vary, depending upon the circumstances, and may be considerably longer than Response Times.
- (f) If an incident requires designation of the Data Copy as Primary Data, Replication will be suspended until the production site has been restored and data has been re-synchronized.
- (g) If an incident requires travel to Customer's site, Customer shall pay for such service at Veritas' or HPE's then-current standard rates and shall reimburse Veritas' or HPE reasonable travel expenses.

7 DISENGAGEMENT

Beginning ninety (90) days before the Agreement is scheduled to expire, or promptly following issuance of a termination notice, the parties shall have the following responsibilities. In case of partial termination, the following shall apply only to the portion of the Services terminated, including related infrastructure.

7.1 VERITAS Responsibilities

Veritas, through HPE, will:

- (a) Effective upon expiration or termination of the Agreement, (i) discontinue Replication; (ii) erase all storage media; and (iii) redeploy Replication Equipment, servers and media.
- (b) Give Customer notice that all operating systems and storage media have been erased and that all access to the HPE network and Services has ceased.

7.2 Customer Responsibilities

Customer will do all of the following in a timely manner:

- (a) Remove all Replication Agents from Customer's servers and notify Veritas or HPE once removal is complete.
- (b) Disconnect WAN from the HPE facility.



EXHIBIT C SERVICE LEVELS

Veritas, through HPE, will use commercially reasonable efforts to meet the following Service Level objectives:

- (a) Recovery Time Objective: As little as four (4) hours (measured from Invocation to operating system start) for up to 200 servers (greater number of servers may take longer).
- (b) Recovery Point Objective: fifteen (15) minutes.

Customer acknowledges that achievement of the Recovery Point Objective Service Level may depend upon network capacity and availability, the rate of change in Customer Data and other circumstances beyond Veritas' or HPE's reasonable control. The Recovery Time Objective relates to a single Invocation; should multiple events occur simultaneously, the recovery time could be longer. Veritas and/or HPE will be excused from these Service Level objectives if the Customer does not have sufficient Replication Equipment as advised by Veritas or HPE as required for meeting the Service Level objectives. Veritas and/or HPE will not be responsible for providing service credits to the Customer in the event these Service Level objectives are not met.



EXHIBIT D

CHARGES

1 CHARGES

Customer agrees to pay the Charges specified below, and to pay or reimburse the other costs specified as Customer responsibilities.

2 CHARGES GENERALLY

Initial Charges are as stated on the applicable Service order or quotation provided by Veritas, as reasonably estimated by Veritas, and are based upon the following: Customer's Contracted Capacity; information supplied by Customer; and Veritas' current standard rates then in effect for relevant configurations, volumes, optional services and any one-time Charges. All Charges are payable monthly in arrears unless otherwise agreed or specified in writing.

3 ADJUSTMENTS TO CHARGES

Charges in the quotation remain in effect until the end date specified unless otherwise agreed in writing.

4 EXCESS USAGE

Additional service after the Period of Use (if available) will be subject to a daily premium of seven and one-half-percent (7.5%) of the annual subscription charge for each day's additional use beyond the Period of Use of the invoked equipment. Veritas, through HPE, may terminate such use at any time upon twenty-four (24) hours' notice.

5 CHARGES FOR CHANGES

If, as and when, Customer's requirements change (e.g., on account of changes in Contracted Capacity, addition or withdrawal of optional services) Charges shall be adjusted in accordance with the procedure in Section 4 (Customer Requested Changes) of the Agreement at Veritas' then-current standard rates (where applicable).

6 COSTS AND EXPENSES

Veritas charges include the servers, storage, and other resources and services expressly described by Exhibit B, Section 3 of the Service Description as Veritas responsibilities. Customer remains responsible for all of its other costs and expenses related to receipt and use of the Services, including (without limitation) all Customer responsibilities identified elsewhere in this Service Description, such as:

- (a) Infrastructure necessary for the Local Replication Equipment (such as, among other things, network connectivity, data center and rack space, power, cooling, and firewall devices);
- (b) Procurement and configuration of WAN and other communications connections and hardware (including additional bandwidth and restoration after any failure); and
- (c) Customer's hardware, applications and operating systems.

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EXHIBIT E

CHANGE CONTROL

1 CHANGES IN SERVICE

Customer may request to change certain capacities and options through their Account Executive (e.g., additions to capacity through additional Orders; adjustments to capacity; and the addition of optional services). Other changes may be requested and agreed to pursuant to Section 4 (Customer Requested Changes) of the Agreement.



EXHIBIT F GLOSSARY

Whenever used in this HVC Service Description, the words and phrases listed below will have the meanings listed below.

“Active Directory Server” means a hosted virtual machine providing Microsoft™ Active Directory functionality.

“Alert” means a telephone call from Customer requesting commencement of recovery-related activities and services.

“Charges” means the amounts payable by Customer to Veritas for Services, as described by and adjusted pursuant to the applicable provisions of this Agreement.

“Compute Resources” means the virtual servers and related infrastructure available at HPE’s facility for rehearsals and recovery.

“Contracted Capacity” means the storage available for Replication of Customer Data, as specified by Customer from time to time.

“Data Copy” means the copy of Customer’s Data created by Replication.

“End User” means any individual, agent or other third party that uses or receives the Services or acts on behalf of the Customer in using or receiving the Services or otherwise in performing Customer’s obligations under this Agreement.

“EU Model Contract” means the controller to processor model contract C(2010)593, with the optional indemnity deleted or any replacement model contract for transfer to processors approved by the European Commission.

“Fail-Over” means designation of the Data Copy as Primary Copy and operation from servers within HPE’s facility after Invocation.

“Invocation” means commencement of recovery services, as described by the Service Description, after HPE receives telephone notice from Customer that a disaster has actually occurred.

“Local Replication Equipment” means Replication Equipment installed at Customer’s site(s).

“Maintenance Windows” are time periods outside HPE’s normal business hours set aside by HPE for maintenance and similar purposes.

“Period of Use” means up to ninety (90) days’ recovery services (that is, operation using the Replicated Data Sets as Customer’s Primary Data and operation from the Compute Resources furnished under the Services) following an Invocation. Periods of Use are measured from receipt of an Alert until restoration of normal operations at Customer’s facilities.

“Personally Identifiable Information” or “PII” means information which can be used to distinguish or trace an individual’s identity either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual.

“Primary Data” means in-scope data directly written by Customer’s systems, or Customer’s initial copy, ordinarily located in Customer’s environments.

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HPE Helion and Veritas Continuity

Service Description

June 2016



“Recovery Point Objective” means anticipated elapsed time between the last complete Replication and a failure of Customer’s infrastructure.

“Recovery Time Objective” (or “RTO”) means the anticipated time necessary to recover failed servers to operation, with related data using the Replication Equipment and Compute Resources, so that they are available to Customer for applications recovery and other Customer responsibilities.

“Rehearsal” means the recovery of systems and data for the purposes of confirming the ability to recover the protected systems and the Customer to access and run the relevant applications.

“Remote Replication Equipment” means Replication Equipment at HPE’s facility.

“Replicated Data Sets” means data sets designated by Customer for Replication.

“Replication” means copying of data from one location to another, either continuously (so that all data written to local storage devices are copied to remote storage devices) or on a regular basis (so that changes to data written to local storage devices are recorded and replied to the remote storage devices at regular intervals).

“Replication Agent” means software resident on Customer servers in order to facilitate Replication.

“Replication Equipment” means equipment used to replicate data and includes Local and Remote Replication Equipment.

“Replication Recovery Environment” means the servers, storage and other infrastructure used to recover Customer’s Replicated Data Sets after Invocation.

“Response Time” means elapsed time between registration of an incident, problem or inquiry in HPE’s tracking system and commencement of resolution efforts.

“Snapshot” means a point in time copy of the data (or subset thereof) on the storage array that can be used for various purposes without any changes that are made to the Snapshot copy being reflected in the original data on the storage array.

“Termination Charge” means the amount payable under this Agreement upon certain terminations.

“User Guide” means the written guide describing use of the Services made available to customers, as revised and updated from time to time.

“Virtual Firewall Instance” means a firewall instance made available from the HVC shared firewall infrastructure.

“Virtual Routing Instance” means a routing instance made available from the HVC shared router infrastructure providing an access point for customer routers.

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SECURITY FEATURES

HPE HELION AND VERITAS CONTINUITY

This document describes the security features, requirements and related responsibilities associated with the HPE Helion and Veritas Continuity Service (the “Services”). Customer remains responsible for (i) evaluating the sufficiency of these security features, (ii) using the Services in accordance with the Acceptable Use Policy attached hereto and (iii) performing the Customer Responsibilities described below. No security features are or can be completely effective against all security threats, present and future, known and unknown.

1.1 VERITAS Responsibilities

HVC provides the following layers of security to help address the risks of security incidents within the HVC environments:

- HPE data centers are operated in accordance with HPE’s best practices, including:
 - Access control by key card or biometric scanner.
 - Site monitoring includes indoor/outdoor video surveillance and on-site security personnel on a 24 by 7 basis.
 - Redundant power and cooling infrastructure.
 - Diverse network access points.
 - Information Technology Infrastructure Library (ITIL)-based operations.
 - Data center physical security is reviewed at least annually.
- Encrypted identity passwords for system user access.
- All operations and support staff are forced to use unique accounts
- Encryption available at Customer’s option for Customer Data transmitted over the public Internet.
- Dedicated network compartments for each customer with a perimeter firewall that filters traffic flows to allow only well-defined traffic to move through the firewall. Customers may accept standard firewall rules, define their own rules, or modify such rules in accordance with the Service Description.
- Customer separation is controlled using the following standard networking technologies:
 - Virtual Local Area Network (VLAN) technology maintains Layer 2 segregation.
 - Firewalls provide perimeter security, and enable virtualized customer environments to exist within the same physical device.

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- Customer-dedicated virtual operating system instances within Customer-dedicated networks in order to separate Customer environments from other customers' environments.
- Security events from the hypervisor (the physical systems that manage Customer's virtual machines, also known as the virtual management system) are collected and stored remotely so that security logs would be available for manual forensic analysis by HPE if such analysis were determined to be necessary.
- Security incident responses are handled through HPE global security operations centers.
- Data secured in the Storage Area Network using industry standard storage containers that restrict customers to their allocated storage.

1.2 Customer Responsibilities

Customer remains responsible for all security policies and procedures of its IT environment, including its use of the Services. Customer is responsible for providing suitable security controls applicable to the data and the applications in their environment. Customer must also provide a timely response to any security issues identified by Veritas or HPE. These Customer Responsibilities are not exhaustive.

At minimum, Customer must:

- Provide Veritas or HPE with written notice, with delivery confirmation, at least 24 hours prior to performing a vulnerability scan of Customer's dedicated network compartment.
- Implement strong access and authentication controls and policies so that only its authorized users have access to the Services.
- For protected servers (i.e., servers that process Primary Data), and Customer managed servers (1) keep operating systems patched on a timely basis; (2) deploy commercial anti-malware tools and keep those tools and definitions current at all times; (3) change default administrative passwords as necessary to maintain access security; and (4) use reliable and secure authentication protocols and mechanisms.
- Never access or attempt to access the HPE internal network or perform unauthorized testing or scanning (including penetration testing).
- Define the rules on the firewall permitting access to Customer's dedicated HVC compartment (such rules are subject to Veritas or HPE approval).
- Require secure passwords when changing passwords on Customer accounts.

Additionally, the Customer is responsible for:

- All data and application controls including the retention and removal of data from systems.
- Choosing the appropriate HVC connectivity option that is suitable for the Customer Data sensitivity.

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HPE Helion and Veritas Continuity

Service Description

June 2016



- Securing applications in the Customer's HVC compartment through development or selection, testing, and patching.
- Following secure practices for individual account based access for accountability and traceability.
- Identifying sensitive data and tracking access within the Customer's HVC compartment.
- Purchasing appropriate backup and archival options to meet the Customer's requirements.
- Purchasing appropriate business continuity options to cover their environment or designing the solution to meet the Customer's requirements.
- Provide account information and access rights for Customer's authorized users of HPE managed servers in the Customer HVC compartment and inform HPE when updates are required.



ACCEPTABLE USE POLICY

Veritas and HPE expect that Customer will use the Services in an ethical, legal, authorized, and otherwise proper manner. Any illegal, unauthorized, or improper use of the Services could be harmful to Veritas, HPE, their licensors, their customers, the technological integrity of its infrastructure, the Services or other services, or may otherwise damage Veritas' or HPE's reputation.

This Acceptable Use Policy (this "AUP" or "Policy") describes prohibited uses of the Services including any portals to which Customer and/or its end users have access when using the Services ("Portal"). The examples described in this Policy are not exhaustive, and HPE may modify this Policy at any time by issuing a revised Policy, and/or posting a revised version on a Portal or a related website, after reasonable notice to affected customers. By using the Services or accessing a Portal, Customer agrees to comply with the latest version of this Policy. HPE may suspend or terminate some or all of Customer's use of the Services in accordance with the Agreement if Customer violates this Policy or authorizes or permits others to do so, and the Customer fails to remedy the violation within five (5) business days after written notice is given by HPE, including particulars of the violation.

This Policy forms part of the terms of the Agreement. Customer is solely responsible for violations of this Policy by Customer, Customer's customers and end users, and anyone using the Services on its behalf, including Customer's employees and contractors, whether or not authorized by Customer.

1.3 Obligation to Report

In delivering these Services, HPE provides the physical or virtual servers, related storage and other resources, support and optional services according to the terms of the Agreement. In the course of delivering these Services, Veritas and HPE does not monitor, and may not be aware of, Customer's use of the Services, including Customer's loading and managing of its application software, Customer Data, or its content. Except as needed to deliver the Services, as authorized by Customer, as contemplated by the Agreement, or as required by law, Veritas and HPE will not have access to Customer software, Customer Data, or content.

Therefore, if Customer becomes aware of any violation of this Policy by it, its customers or end users, or anyone using the Services on its behalf, Customer agrees to notify HPE without undue delay and cooperate in any efforts to stop or remedy the violation. To report any such violation or suspicion of such violation, please contact the HPE Authorized Representative, Operations Center Desk, or Service Desk.

Veritas or HPE may investigate any violation of this Policy or misuse of the Service or a Portal, although Veritas and HPE are not obligated to do so except as required by the Agreement in the case of a data breach. Veritas or HPE may deem it necessary to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties and will advise Customer of such reporting if permitted to do so. Such reporting may include disclosing appropriate Customer information, and network and systems information related to alleged violations of this AUP or the Agreement. Veritas and HPE may cooperate with appropriate public agencies or other appropriate third parties to assist with the investigation and prosecution of illegal conduct related to alleged violations of this Policy.

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1.4 No Illegal, Harmful, or Offensive Usage or Content

Customer will use the Services only in accordance with the terms of the Agreement and with all applicable laws and regulations in all relevant jurisdictions.

Customer may not use, or encourage, promote, facilitate, or instruct others to use the Services for any use that is illegal, harmful, or offensive, or to transmit, store, or otherwise make available any content that is illegal, harmful, or offensive. These prohibited activities and content include:

- Illegal activities, including disseminating, promoting, or facilitating pornography, or any activity that is likely to be in breach of, or does breach, any applicable laws or regulations including data protection.
- Any offensive content that is defamatory, obscene, deceptive, abusive, an invasion of privacy, objectionable, or otherwise inappropriate.
- Any content that infringes or misappropriates the intellectual property or proprietary rights of others or assists others in infringing any such rights.
- Any activities that may be harmful to the Services or to Veritas' or HPE's reputation, including engaging in any fraudulent or deceptive practices.

1.5 No Security Violations

Customer may not use the Services to violate, or attempt to violate, the security or integrity of any network, computer, or communications system, software application, or network or computing device provided as part of the Services (individually or collectively "System(s)"). These prohibited activities include Customer taking, or attempting to take, any of the following actions:

- Gaining unauthorized access to the Services or any other accounts or Systems, whether through high-volume, automated, or electronic processes, hacking, password mining, reverse engineering, or any other means.
- Probing, vulnerability scanning, or penetration testing of any System, or breaching any security or authentication measures without obtaining prior written approval from Veritas or HPE. In particular, social engineering, denial of service, destructive, and password sniffing or cracking tests are not permitted. Audits, if any, are subject to the terms of the Agreement.
- Monitoring data or traffic on any System without such permission. Customer may, however, monitor data or traffic on resources dedicated to Customer's exclusive use.
- Falsifying the origin of any TCP-IP packet headers, email headers, or any part of a message.

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1.6 No Interference or Disruption of Services or Others' Networks, Systems, or Internet Connections

Customer may not through its use of the Services make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Customer may not through the use of the Services take any action, or attempt any action, that interferes with or disrupts the proper functioning of any System. These prohibited activities include Customer taking, or attempting to take, any of the following actions by use of the Services:

- Collecting information by deceit, under false pretenses, or by impersonating any person or entity or otherwise misrepresenting Customer's affiliation with a person or entity.
- Using any content or technology that may damage, interfere with, intercept, or take unauthorized control of any System, program, or data, including viruses, worms, or time bombs.
- Using the Services in any manner that appears to Veritas or HPE to threaten HPE's infrastructure. This includes Customer's providing inadequate security, allowing unauthorized third party access, or attempting to circumvent HPE's measures for controlling, monitoring, or billing usage.
- Uploading or otherwise using viruses, worms, corrupt files, Trojan horses, or other malware, or any other content which may compromise the Services, HPE's operations or HPE's performance of its obligations to Customer.
- Interfering with the proper functioning of any System, including any deliberate attempt to overload a System by any means.
- Monitoring or crawling a System so that such System is impaired or disrupted.
- Conducting or condoning denial of service attacks.
- Avoiding any use limitations placed on a System, such as access and storage limitation.

Additional Reseller Requirements

Where the Customer is a reseller of Services, the following additional requirements apply:

- Customer agrees to flow down all requirements of this Policy to end users of the Customer's reseller services including Services as required by the applicable Service Description.
- Customer reporting obligations under this Policy extend to include any violations reported to Customer by an end user of Customer's reseller services that include Services.



NOTIFICATION POLICY

Veritas or HPE may make changes with or without notice, but for any significant changes that Veritas or HPE believe may affect customers, Veritas or HPE shall post a notification within a reasonable period of time in advance of the change in a portal(s) to which Customer and/or its end users have access when using the Services that the notification applies to or such other method available for access by Customer as Veritas or HPE may designate. In addition to, or instead of, the foregoing notice method, Veritas or HPE may transmit notice of changes by e-mail to Customer's Authorized Representatives and Technical Representatives at their then-current e-mail addresses (as furnished by Customer). It is the Customer's responsibility to refer to the means specified by Veritas or HPE for change notices.

Veritas or HPE may:

- Make urgent changes at any time without notice but will post notification of significant changes that Veritas or HPE believe may affect customers within a reasonable time following the change.
- Defer, alter or cancel any announced change for any reason at any time, but will give further notice of any such deferral, alteration or cancellation.