

Veritas™ Information Map Free Service

Service Description

June 2016



Service Overview

The Veritas™ Information Map Free Service (“Free Service”) is a data analysis service to provide analysis of storage and backup data.

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 Free 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 Free Service provides data analysis of electronically stored information. The Free Service provides access to this data profile by location, by file server, by share, by a user or through any aggregation of the above. There are filters to identify orphaned, stale or non-business data along with granular filters for age, size and item type.
- Customer can access the Information Map Administration Portal (“Administration Portal”) by using a secure password protected login. The Administration Portal provides the ability for Customer to configure and manage the Free Service. Full details can be found in the Administration Guide (link provided below).
- Customer may use the Free Service for i) up to the number of Front End Terabytes and ii) the period of time set forth in the Service Order.



Customer Responsibilities and Warranties

Veritas can only perform the Free 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, as noted below.

- **Setup Enablement:** Customer must complete the Free Service provisioning in accordance with the Administration Guide for Veritas to begin providing the Free Service. Administration Guide available at: <http://help.veritas.com/Welcome?context=INFOMAP1.0>.
- **Adequate Customer Personnel:** Customer must provide adequate personnel to assist Veritas in delivery of the Free Service, upon reasonable request by Veritas.
- **Customer Configurations vs. Default Settings:** Customer must configure the features of the Free Service through the Administration Portal, if applicable, or default settings will apply. In some cases, default settings do not exist and no Free Service will be provided until Customer chooses a setting. Configuration and use of the Free Service(s) are entirely in Customer's control.
- **Software Download:** By default, the Information Map Agent ("Agent") is configured to automatically update the Agent as each new version or release becomes available ("Auto Updating"). The Agent can be configured by Customer to disable the Auto Updating feature. If Customer chooses to disable this feature, Customer will be required to manually update the Agent. The Administration Portal may provide status notifications to indicate to Customer when new updates are available and Customer will be responsible for manually installing the updates. Agent versions older than 90 days from publication may not function.
- **Network Connectivity:** Customer system must be fully compatible to operate and function at all times with the internet, including meeting the published pre-requisite for browsers, firewall ports, server connectivity and adequate bandwidth. Any other software must be configured to enable the Information Map Agent to continue to function.
- **Customer Changes:** Any changes made to the configured system are the responsibility of the customer. The customer must check the Information Map pre-requisite guide prior to upgrading any pre-requisite software (for example NetBackup).
- **No Interference:** Customer will not monitor, interfere with, or reverse engineer (save to the extent that it cannot be prohibited from so doing under applicable law) the technical implementation of the Free Service, except with the prior written approval from Veritas, and shall not otherwise compromise the security of the Free Service.
- **Vulnerability Assessment:** If the Free Services received include malware and/or vulnerability assessment, Customer further represents and warrants to Veritas that it has the corporate power and authority to give Veritas consent to proceed with the assessment; if the subject web site is managed and/or hosted by a third-party service provider, Customer warrants that it has obtained the consent and authorization from the service provider necessary for Veritas to perform the assessment.

Supported Platforms and Technical Requirements

Supported platforms for the Free Service are defined at:

http://help.veritas.com/Welcome?locale=EN_US&context=INFOMAP1.0#INFOMAP~v107107270_v109794800. Please refer to "Planning Installation of the Information Map Agent" section.

Hosted Service Software Components

The Free Service includes the following software Service Components: Information Map Agent



Assistance and Technical Support

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

- Receive and process orders for implementation of the Free Service
- Receive and process requests for permitted modifications to Free Service features; and
- Respond to billing and invoicing questions

Technical Support.

- The Information Map support team is available twenty-four (24) hours/day by seven (7) days/week to assist Customers with configuration of the Free Service features, answer questions and to resolve reported problems with the Free Service.

Value Added Customer Services.

- A dedicated remote implementation project manager is assigned to each new account. Their role is to facilitate the set-up, training and transitioning of Customers to the service organization for ongoing support.
- Technical account management is available for Customers that meet the designated criteria as an enterprise account with Veritas.

Maintenance. Veritas must perform maintenance from time to time. The following applies to such maintenance:

- *Planned Maintenance.* For Planned Maintenance, Veritas will use commercially reasonable efforts to give Customer seven (7) calendar days' notification via various communication channels (e.g., phone, text or email). 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 Free Service. During Planned Maintenance, Free Service may be diverted to sections of the Infrastructure not undergoing maintenance in order to minimize disruption of the Free Service. **"Planned Maintenance"** means scheduled maintenance periods during which Free Service may be disrupted or prevented due to non-availability of the Free Service Infrastructure.
- *Emergency Maintenance.* Where Emergency Maintenance is necessary and is likely to affect the Free Service, Veritas will endeavor to inform the affected parties in advance through various communication channels (e.g., phone, text or email) no less than one (1) hour prior to the start of the Emergency Maintenance. **"Emergency Maintenance"** means unscheduled maintenance periods during which Free Service may be disrupted or prevented due to non-availability of the Free 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 experience.

SERVICE-SPECIFIC TERMS

Service Conditions

- Veritas may add to, update, change, discontinue, restrict or deprecate any characteristics of the Free Service, including the features or functionality of the Free Service, at any time without notice in its sole discretion.
- At its sole discretion, Veritas may terminate the Free Service at any time by providing thirty (30) days' prior written notice to Customer of its intent to terminate the Free Service.

VERITAS PROPRIETARY– PERMITTED USE ONLY



- Veritas may provide Customer a notification of termination of Free Service, to be effective within thirty (30) days, if Customer has not used the Free Service in the prior sixty (60) days from notice. In the event Customer fails to use Free Service within thirty (30) days, Veritas may terminate the Free Service without further notice.
- Upon expiration or termination of the Free Service, Veritas shall have the right to delete Customer Content (unless prohibited by law or court order).
- Customer may not disclose the results of any benchmark tests or other tests connected with the Free Service to any third party without Veritas' prior written consent.
- 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.
- Except as otherwise specified in the Service Description, the Free Service (including any Hosted Service Software Component provided therewith) may use open source and other third party materials that are subject to a separate license. Please see the applicable Third Party Notice, if applicable, at <https://www.veritas.com/about/legal/license-agreements>.
- The Free Service may be accessed and used globally, subject to applicable export compliance limitations and technical limitations in accordance with the then-current Veritas standards.
- Customer may not remove, obscure, or alter any notice of any trade name, trademarks, service marks or other indicia of origin of a party, or other intellectual property or proprietary right appearing on or contained within the Free Service.
- Customer may not interfere or attempt to interfere in any manner with the functionality or proper workings of the Free Service. Customer may not, and may not attempt to, reverse engineer, disassemble, or decompile the Free Service.
- Customer may not use the Free Service to violate the security or integrity of any network, computer, or communications system, software application, or network or computing device provided by Veritas (individually or collectively "System(s)"), including vulnerability scanning or penetration testing of any System.
- Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Customer may not take any action, or attempt any action, that interferes with or disrupts the proper function of any System.
- Customer may not use any Open Source Software in connection with the Free Service in any manner that requires, pursuant to the license applicable to such public software, the Free Service (a) disclosed or distributed in source code form, (b) made available free of charge to recipient, or (c) modifiable without restriction by recipient. "Open Source Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software or similar licensing or distribution models, including but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) the GNU General Public License (GPL); Lesser/Library GPL (LGPL), or Free Documentation License; (b) The Artistic License; (c) the Mozilla Public License; (d) the Netscape Public License; (e) the Sun Community Source License (SCSL); (f) the Sun Industry Standards License (SISL); (g) the BSD License; and (h) the Apache License.



- Customer agrees that Veritas may temporarily suspend Free Service to Customer if Veritas reasonably determines that: (a) the continued provision of the Free Service to Customer would compromise the security of the Free Service, including, but not limited to, hacking attempts, denial of service attacks, mail bombs or other malicious activities either directed at or originating from Customer's domains; (b) there is a threat or attack on the Free Service (including a denial of service attack) or other event that may create a risk to the Free Service, Veritas or any other Veritas Customer; (c) Customer is using the Free Service for fraudulent or illegal activities; (d) Customer is using the Free Service in breach of this Agreement. In such an event, Veritas will make commercially reasonable efforts to promptly inform Customer and will work with Customer to resolve such issues.
- Should a Free Service be suspended or terminated for any reason whatsoever, Veritas shall have the right to reverse tenants, accounts, defined users, defined tasks and any other information collected upon provisioning the Free Service and it shall be the responsibility of Customer to undertake all other necessary configuration changes when the Free Service is reinstated included, without limitation reinstalling and reconfiguring all data elements.

SERVICE LEVEL AGREEMENT ("SLA")

- Veritas intends to provide a 99.9% or higher Uptime for the Free Service.
- "Uptime" is defined as the time during which a Customer is able to Access the Free Service, as reported by the Veritas incident management system. "Access" is defined as a Customer being able to successfully login and use the Free 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 Free Service in accordance with the Agreement.

DATA PRIVACY NOTICE

Data Collection; Data Protection Regulations. In connection with Customer's use of the Free 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 Free 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 Free 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 Free Service may be subject to data protection laws or regulations in certain jurisdictions. Customer is responsible for ensuring that Customer's use of the Free Service is in accordance with such laws or regulations.

DEFINITIONS

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

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

"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.

"Content Source" is defined as a computer, server, storage device or cloud storage repository for which the Service operates.

"Front End Terabyte" or "FETB" shall mean the total aggregate amount of data on Content Sources which the Service operates. The amount of data is recorded as (i) the amount of data on Content Source(s) as reported by Veritas applications (such as Veritas NetBackup) and (ii) the amount directly collected from Content Source(s) using the Information Map Agent or a third party agent that operates with the Service. Any partial terabytes of data shall be rounded up to the next whole terabyte. One Terabyte is equal to one thousand twenty-four (1,024) gigabytes of data.

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

"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 the applicable Veritas certificate or a similar document issued by Veritas that accompanies, precedes or follows Customer's access to the Service, or a Service-specific written agreement is executed between Customer and Veritas the terms of which expressly supersede the certificate.

"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.

END OF SERVICE DESCRIPTION