

Service Overview

This Service Description, with any attachments included by reference, is part of any agreement which incorporates this Service Description by reference (collectively, the “Agreement”), for those Services which are described in this Service Description and are provided by Veritas.

The Veritas Managed Backup Services (“**Services**” or “**MBS**”) is a managed service that monitors, manages, and optimizes on-premise implementations of Veritas NetBackup™ (“**NBU**”). Further, the Service provides 24x7 remote monitoring and remediation, regular reporting, health checks, software upgrades and general guidance on data protection strategy as it relates to NBU. MBS is only available to a Customer who licenses and deploys NBU software, and has and maintains a current support subscription on NBU software.

Scope of the Service

The Service will be performed remotely by Veritas on a 24x7 basis. Notwithstanding, a limited number of Service features described below may be restricted to Regional Business Hours and/or require coordination with the appropriate Customer personnel.

Service Features

Feature	Frequency/Availability	Description
Remote Monitoring	24x7	Veritas will perform remote monitoring of the Customer’s NBU environment by establishing a persistent VPN from the MBS monitoring platform to the Customer network.
Daily Backup Status Report	Daily	Veritas will provide the Customer with a daily backup status report with details of backup jobs, failures, repeat failure notification, and status codes.
Monthly Operational Report	Sent by 10th business day of each calendar month	Veritas will provide the Customer with a monthly operational report with details on industry standard metrics, health of the NBU environment, Incident remediation, and Veritas’ adherence to the applicable SLAs (as described herein).
Quarterly Service Review	Every three (3) months	Veritas will perform service reviews with Customer to assess the status of the Services, review key initiatives, as well as address any Services issues.
Major and Minor Releases	Deployment of up to two (2) Releases (either 1 Major Release and 1 Minor Release or 2 Minor Releases) in a twelve (12) month period.	If a Major or Minor Release of NBU is made generally available, Veritas will deploy this software release within Customer’s environment. This activity will be performed remotely and will be scheduled in advance and coordinated with the Customer in accordance with the mutually agreed-to Change Management policy. If a new version of NBU requires additional hardware and software resources, Veritas will provide the Customer with a list of these resources prior to performing the upgrade. Customer will be responsible for procuring, designing, and configuring any additional hardware or software required as prerequisites prior to Veritas deploying a Major Release. This activity does not include deployment of NBU Client software.



Managed Backup Services – Service Description

October 2018

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Feature	Frequency/Availability	Description
Patches and Bug Fixes	As required	Veritas will deploy Veritas-provided Patches and Bug Fixes of NBU as available and required. This activity will be performed remotely and will be scheduled in advance and coordinated with the Customer in accordance with a mutually agreed-to Change Management policy. This activity does not include deployment of NBU Client software.
Media Server Software Installation	As scheduled	If required to overcome capacity limitations, Veritas will deploy and configure additional NBU Media Server software in support of the In-Scope Domains. This activity will be scheduled in advance and coordinated with the Customer in accordance with the Customer's Change Management policy. This activity does not include design, deployment or configuration of NBU Client or Master Server software installation.
Veritas Appliance Configuration	As scheduled	Veritas will configure and manage NBU Media Server appliances in support of the In-Scope Domains and Managed Clients. This activity will be scheduled in advance and coordinated with the Customer in accordance with the Customer's Change Management policy. This activity does not include: <ul style="list-style-type: none">• Physical rack-and-stack of appliances• Cabling, network, SAN, or non-NBU infrastructure configuration Deployment of new Master Server appliances
Administration and Planning	Regional Business Hours	Veritas will perform administrative tasks relating to configuration items within NBU and conduct planning activities. Examples include: <ul style="list-style-type: none">• Develop and maintain backup procedures following Veritas best practices• Perform storage capacity management and forecasting (this does not include tape media management)• Configure newly added Managed Clients within existing NBU policies• Execute backup processes to complete scheduled backups within the defined backup window• Configure NBU Vault processes to create vault and scratch reports to be sent to Customer tape vendor and Customer Services Contact.
Incident Management	24x7	Veritas will perform remote triage and troubleshooting of NBU for Incidents detected by MBS Remote Monitoring or reported by the Customer. This includes remediation of issues related to any in-scope backup failures which include restarting of failed backups. If the cause of the Incident is not with NBU (such as, elsewhere within Customer's storage or network infrastructure), Customer will be responsible for corrective action.
Problem Management	Regional Business Hours	Veritas will remotely perform probable cause analysis of Priority Level 1 Problems pertaining to NBU. If the Problem is not with NBU (such as, elsewhere within Customer's storage or network infrastructure), Customer will be responsible for corrective action.

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2

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Managed Backup Services – Service Description

October 2018



Feature	Frequency/Availability	Description
Vendor Callout	24x7	<p>Veritas will contact up to 2 (two) third-party vendors identified during Service Activation. Callouts will be performed for media management or In-Scope Domain hardware failures to report Incidents and coordinate resolution of Incidents and Problems affecting the In-Scope Domains and Managed Clients.</p> <p>Veritas will use good faith efforts in facilitating issue resolution by coordinating with third-party vendors, Customer personnel, and Veritas resources. Customer is responsible for maintaining a valid support contract with the third-party vendors and any additional charges levied by the third-party vendor.</p> <p>If additional Vendor support is required for support of the NetBackup environment, additional charges will be incurred at Veritas' then current rates.</p>
Access Management	24x7	<p>Veritas will provide access to the MBS customer ticketing portal for Designated Users who are approved by the Customer's Services Contact or named delegate. Designated Users may be changed by sending a written request to the Service Delivery Manager. Upon Customer request and subject to Veritas' availability, Veritas will provide training for Customer's Designated Users in the use of the MBS portal.</p>
Change Management	Standard Changes - Regional Business Hours Emergency Changes - 24x7	<p>Veritas will participate in the mutually agreed Customer Change Management process to address changes pertaining to NBU. Additionally, Veritas will evaluate and approve changes to the Veritas applications, proactively alert the Customer regarding production changes in the managed environment and execute approved change requests as agreed to by the defined stakeholders. Further information about what constitutes a Standard Change, or an Emergency Change for Change Management can be found in the MBS Service Handbook.</p>
Restore Verification	Every twelve (12) months	<p>Veritas will measure the ability of the Customer to restore up to ten percent (10%) of the Managed Clients in the Customer environment.</p> <p>This measurement will include restores processed during the course of business-as-usual. In the event that the Customer did not initiate restores from at least 10% of the Client environment, the assigned Service Delivery Manager will notify the Customer of the gap.</p> <p>Customer can request additional restore verification tests by initiating Service Requests in coordination with the Service Delivery Manager.</p>
Service Delivery Manager	24x7	<p>Veritas will provide an assigned Service Delivery Manager for incident, problem, and service escalation management activities.</p>



Feature	Frequency/Availability	Description
Monthly Backup Success Rate Service Level	Monthly	<p>Veritas will achieve a 98% or higher Monthly Backup Success Rate Service Level for Managed Clients calculated on a monthly basis across the aggregate In-Scope Domains. The Monthly Backup Success Rate Service Level will be measured by analyzing the exit codes from backup product jobs. The Monthly Backup Success Rate Service Level is defined as the number of successful jobs divided by the total number of in-scope backup jobs attempted for the given calendar month.</p> $\frac{(\# \text{ of successful backup jobs})}{(\# \text{ of backup jobs}) - (\text{out-of-scope failed backup jobs})}$ <p>Any backup job that has been re-run successfully within the backup window shall be counted as a successful job.</p> <p>The following NetBackup return codes categories are excluded from the Monthly Backup Success Rate Service Level and percentage success statistics for Monthly Backup Success Rate:</p> <ul style="list-style-type: none">• Any return codes that indicate the backup jobs are cancelled by Customer• Any return codes that indicate a backup failure due to the lack of media available to run the backup job• Any return codes that indicate a backup failure due to a lack of bandwidth, or availability of the Customer's network (Local Area Network or Wide Area Network)• Any return codes that indicate a media write error due to physical tape, or Customer media problem• Any return code that indicates a partially successful backup job indicating all data was successful backed up, but all operating system information was not adequately backed up due to the operating system being in use at the time the backup job was run• Any return codes that indicate a failed backup due to a drive or operating system resource issue <p>Failure by Veritas to meet the Monthly Backup Success Rate Service Level may entitle the Customer to one (1) Service Credit in accordance with the Service Level Agreement section of this Service Description. Reported non-compliance with the Monthly Backup Success Rate Service Level will be reviewed by Veritas and Customer during the Monthly Service Review prior to any potential Service Credit allocation.</p>



Managed Backup Services – Service Description

October 2018



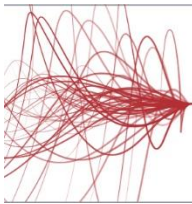
Feature	Frequency/Availability	Description
Restore Request Response Time Service Level	Within fifteen (15) minutes of Priority 1 Restore Request	For Priority 1 requests, Veritas will acknowledge and respond within fifteen (15) minutes of receiving the request from the Customer by telephone. Priority 1 Restore Requests must be initiated by the Customer via direct call to the designated Veritas MBS contact(s).
	Within two (2) hours for non-Priority 1 Restore Requests	<p>For non-Priority 1 requests, Veritas will acknowledge and respond within two (2) hours of receiving the request from the Customer.</p> <p>Veritas' obligation to meet the Restore Request Response Time Service Levels specified above is subject to the following:</p> <ul style="list-style-type: none">• For Priority 1 restore requests, the designated Veritas MBS contact has received and logged a Restore Request call from the customer• For non-Priority 1 restores requests, a Restore Request ticket has been received by the Veritas Service Management Center and such ticket has sufficient detail/information and authorization to initiate the restore.• The data to restore is onsite, non-expired, and available, e.g., tapes are not stored off-site or already being used in another restore or backup.• Customer's infrastructure is available to initiate the restore. Infrastructure includes tape drives, network bandwidth, and an available target server appropriate for the restore. <p>Failure by Veritas to meet the Priority 1 Restore Request Response Time within a given month may entitle the Customer to one (1) Service Credit per occurrence in accordance with the Service Level Agreement section of this Services Description.</p>
Health Checks	Annual	Veritas will perform a comprehensive assessment of the Customer's NBU environment and present recommendations the Customer can take to improve the overall environment. The analysis covers areas such as NBU configuration, NBU server performance, backup policy and schedule standardization, storage utilization and backup and recovery performance.
True-Up Process	Monthly	On a monthly basis, Veritas will measure the total number of FETB from all active backup Clients across all managed Components. If the total number of FETB exceeds the contracted value by 10% for 2 consecutive months, then Veritas will initiate a change order with the Customer.

Exclusions: Services are comprised of the Service features described above – no other activities or deliverables are included. The list below describes examples of activities that are not Service features and are considered out of scope for the Services:

- Architectural design/revision
- Disaster recovery/business continuity planning and testing

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- Administration and implementation of client-side issue resolutions, ongoing maintenance, patching and upgrades of existing NBU Clients
- Installation and configuration of new NBU Clients
- Implementation of new hardware/software not identified as part of the infrastructure at the time of Service Activation
- Management of NetBackup application within NetBackup domains outside the scope of the contracted environment
- General system administration of operating systems such as patch management of the operating system related to any Master, Media, or MBS Client included in the delivery of Services
- Server hardware maintenance management
- Security management
- Hardware fault rectification
- Provisioning of new hardware including servers, storage, tape drives and others
- Physical management of tape media
- Management and coordination of tape media operations and media storage vendors
- Non-NBU patch application
- Desktop end user support
- Desktop/Client installation or upgrades

Customer Responsibilities

While Veritas handles many of the tasks and responsibilities associated with the delivery of Services, the following tasks should be completed by the Customer prior to the completion of the Service Activation phase of MBS delivery:

- Identify a Customer Project Executive ("**Project Executive**") who can provide exclusive oversight and has the authority to make decisions for Customer regarding change orders, budget, scope, resources, and other project related issues if they cannot be resolved by the Customer's Services Contact.
- Assign a Services Contact to support execution of the service. Customer's Services Contact will:
 - Work with Veritas on enforcement of change control process
 - Work with Customer-internal resources to drive/complete tasks designated to them
 - Work with Customer procured 3rd parties to drive/complete tasks designated to them
 - Act as the focal point for resolution of issues in support of the delivery of Services
- Provide Veritas with necessary security access to enable access to Customer's NBU infrastructure as necessary for the delivery of Services.
- Provide Veritas with all necessary cooperation, information, and support that may reasonably be required by Veritas for the performance of the Services. This includes access to suitably configured computers, software products, and applicable passwords, access to install and maintain deployed software on the Customer systems in the performance of the Services at such times as Veritas requires. In addition, if onsite presence is required Veritas personnel will be given all reasonably necessary access as required to perform Services, including if work is required outside of Regional Business Hours. Customer will also provide access to a suitable conference room for meetings, interviews, and facilitated sessions during any onsite components of the engagement.
- Ensure that Veritas has access to the following at all times:
 - Materials and resources related to the technical environment



Managed Backup Services – Service Description

October 2018



- Software design documentation, current design diagrams, and other information that may aid in the delivery of these Services
 - Local and remote access to all operating systems, network and computing environments necessary to perform Services
- Follow the appropriate operating procedures listed in the Service Handbook during submission of Service Requests.
- Notify Veritas in writing at least twenty-four (24) hours in advance of any scheduled maintenance, network, or system administration activity that would affect Veritas' ability to perform the Services.
- Ensure that, prior to the commencement of Services by Veritas and continuing throughout the provision of Services:
 - NBU has been correctly licensed for all appropriate platforms and made available in a timely manner to Veritas.
 - All maintenance and support contracts of required systems, software, and hardware are provided to Veritas. All such contracts are active and in good standing, and all support contract numbers or identifications have been provided.
 - Contact information, and relevant contract numbers for third-party vendors are supplied to Veritas. Further, the Customer must notify these vendors that it authorizes Veritas to open Incidents with and receive status updates from these vendors relating to the NBU environment. Customer is responsible for ensuring all necessary consents have been obtained for Veritas to be able to provide Services, including without limitation any third-party vendors' consents necessary for Veritas' third-party vendor management.
 - All appropriate servers, computers and storage configurations will be running in a Supported Configuration.
 - The technical environment, including application and database, will be kept under change control.
 - The Customer's supporting infrastructure and network environment, which includes but is not limited to, physical hardware, virtual machines, networking, routers, switches, storage and security components, is stable and provides a viable environment for Veritas to perform the Services.
- Provision new hardware, including servers, storage, network, SAN, tape drives/robotic libraries, tape media, and other related backup equipment required by Veritas to deliver the Service and by the demands of SLAs, backup windows, and retentions.
- If a tape system is used, maintaining an active tape storage management contract with an appropriate vendor (e.g. Iron Mountain) with a minimum frequency of retrieval at a rate equal or greater than the rate of consumption of available tape media in robotic library slots.
 - Scratch media should be readily available to be exchanged for consumed tapes and should be swapped within one (1) business day of request by the Veritas MBS resources.
 - In no instance, should tape be the initial target for backup capacity by clients. A minimum disk staging area equal to three (3) business days of capacity should be used initially with offloading to tape based on vault schedule made appropriate.
 - A NBU Vault license is required and will be maintained and utilized for all tape exchanges. Veritas will not perform manual requests for tape exports with the exception of when requests for restores may require tape media from offsite to be present.
 - NBU Vault activity should have dedicated slot capacity inside the robotic tape library for tape movement activities; Customer or customer resource should be present at the robotic tape library for vault ejects to proceed efficiently and effectively.
- If a cloud platform like Microsoft Azure or Amazon Web Services is used, maintaining appropriate cloud catalyst hardware and contract with cloud vendor that is supported by Veritas NBU for necessary capacity. WAN uplinks must also be provisioned in a manner that the replication period for long-term storage does not exceed eighteen (18) hours a day.



Supported Platforms and Technical Requirements

- The Service is sold on a per FETB basis and provided to Customer in accordance with the quantities set forth in the Subscription Instrument.
- Customer may only receive Services for versions of Veritas' products that are currently supported by Veritas.
- OS, hardware, and storage configurations supporting the NBU environment must be in a Supported Configuration.
- Customer must provide MS Windows server hardware and infrastructure necessary for deployment of MBS utilities, including but not limited to OpsCenter Analytics.
 - Hardware requirements are detailed in the Veritas NetBackup OpsCenter Administrator's Guide.
- Customer must provide, install and configure all non-NBU related software and hardware, including without limitation the operating system parameters.
- Customer must provide, install and configure ten (10) RDP licenses (Terminal Services purchased separately from Microsoft) for the purposes of connecting to the provided Windows server.
- Customer must provide infrastructure and resources required to implement and maintain persistent VPN connection between customer location and MBS infrastructure.
- Customer may only receive Services during such time as Customer maintains a valid Essential Support agreement for all NBU software being managed under these Services.

Service-Specific Clauses

Initial Period

The Initial Period will commence on the Services start date, which begins upon completion of Service Activation, in accordance with the Service Activation section below, and end when the Term Customer purchased expires, even if Customer does not complete its Service Activation requirements. In such event, no refund or credits shall apply.

Renewal

Ninety (90) days prior to the Service end date, Veritas will send the Customer a renewal notice.

90-Day Change Freeze

Ninety days (90) prior to the Managed Backup Services contract renewal date, a change freeze period ("**Change Freeze Period**") will be enacted for the customer's NBU environment. This Change Freeze Period will affect the following:

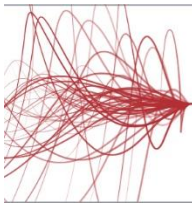
- New hardware – No new hardware will be implemented or integrated. (Break-fix issues are excluded from the Change Freeze Period.)
- New NetBackup domains – No new domains will be integrated.
- NetBackup Major and Minor version upgrades – No upgrades will be performed. (Critical updates/patches are excluded from the Change Freeze Period.)

The Change Freeze Period will no longer apply upon Veritas' receipt of Customer's MBS renewal order.

Contract Termination Change Freeze

If Customer elects not to renew the Service at the end of the current Service Term, the following conditions apply:

Thirty days (30) prior to the Service end date, the Change Freeze Period will expand to include:



Managed Backup Services – Service Description

October 2018



- Feature enhancements and additions – No new features will be implemented
- Environmental changes such as performance optimization or configurations – No additional optimization or configuration changes will be implemented

At this time, a Customer must assign a transition lead to coordinate knowledge transfer for managing the environment. Knowledge transfer includes verbal sessions to address:

- Environment architecture overview
- NBU configuration summary
- Walk-through of the Service Delivery Guide

Knowledge transfer sessions do not include:

- NBU training
- “How to” discussions regarding configuration or best practices

Seven days (7) prior to the Service end date, Veritas will transition the management of the environment to the designated Customer team. During this period, Veritas will:

- Support the Customer in performing policy changes and modifications
- Support the Customer in performing client changes and additions
- Continue monitoring and alerting the Customer of critical failures
- Facilitate communication between the Customer and Veritas technical support
- Provide an electronic copy of the MBS Service Delivery Guide to the Customer transition lead

Service Level Agreement (“SLA”)

- Veritas will report on Service Level Agreement violations detected by the Service in accordance with the Monthly Operational Report described above.
- If Customer believes it is entitled to a Service Credit, Customer must submit a Credit Request within ten (10) business days of the end of the calendar month in which the suspected service level non-compliance occurred. Customer recognizes that logs are only kept for a limited number of calendar days and therefore any Credit Request submitted outside of the provided timeframe will be deemed invalid.
 - All Credit Requests must be submitted by email to the Customer’s assigned Service Delivery Manager with the subject line “Credit Request” (unless otherwise notified by Veritas).
 - All Credit Requests will be subject to verification by Veritas in accordance with the applicable provisions of this SLA.
- Service Level Agreements will not apply:
 - during periods of non-availability due to force majeure, or acts or omissions of either Customer or a third party; or
 - during any period of suspension of Services by Veritas in accordance with the terms of the Agreement; or
 - where Customer is in breach of the Agreement (including, without limitation, if Customer has any overdue invoices or does not maintain a valid Support contract for NetBackup); or
 - Customer has not configured the Services in accordance with the Agreement; or
 - until the Services start date; or
 - prior to completion of Service Activation; or
 - if Customer has not purchased Service for at least 150 FETB

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Managed Backup Services – Service Description

October 2018



- 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.
- For the Monthly Backup Success Rate SLA, a Service Credit is the equivalent of 2.5% of the Monthly Charge for the Services rendered in the calendar month in which the SLA was violated.
- For the Restore Request Response Time SLA, a Service Credit is equal to USD \$500 or local equivalent per occurrence for Services rendered in the calendar month in which the SLA was violated.
- The maximum accumulative liability of Veritas for all SLAs in any calendar month for Service Credits shall be no more than ten percent (10%) of the Monthly Charge for the Services.
- Customer must have purchased Service for a minimum of 150 FETB for Veritas to issue SLA Service Credits.
- In the event any Service Credit is due Customer, Veritas shall issue a refund in the month immediately prior to the termination or expiration of the Service.
- The Service Level Agreements in this Service Description shall only apply to the In-Scope Domains and Managed Clients for which the Customer has purchased Services.
- Customer may terminate such Services without penalty and receive a pro-rated refund for any unused prepaid amounts, if Veritas issues a Service Credit for a failure to meet SLA performance standards three (3) or more consecutive months in a rolling twelve (12) month period.



Service Activation

Service activation is performed during the Initial Period of Services delivery to prepare the Customer environment for ongoing management (“**Service Activation**”). Service Activation is only performed for the Initial Term and is not performed for any successive Renewal Terms unless the Customer requests additional NBU domains be included in the list of agreed In-Scope Domains. To perform Service Activation, Veritas is dependent on information and cooperation provided by the Customer. If such information and cooperation is not provided, Customer acknowledges and agrees that Veritas will deem Service Activation to have completed, and thus Services to start, no later than ninety (90) days from the date of Customer’s Services order. The following table describes the deliverables of Service Activation. Additional information on the Service Activation process is found in the Customer MBS Service Handbook.

Deliverable	Description
Account and Project Kick-off	Veritas will conduct a meeting with the Customer to initiate the ongoing Services relationship and kick-off the Services setup project. Activities include: <ul style="list-style-type: none">• Contract review• Deliverables review• Team and Project Plan review• Initiate connectivity process This activity will be performed remotely and will be scheduled in advance.
Infrastructure Readiness	Veritas will work with the Customer to establish technical requirements of the Services including: <ul style="list-style-type: none">• Connectivity to managed backup infrastructure• MBS access to Customer Master and Media Servers• NBU OpsCenter configuration
Environment Discovery	Veritas will perform Environment Discovery to review and document the following: <ul style="list-style-type: none">• Business requirements of the Customer• Customer’s backup infrastructure• Incident Management process• Change Management process This activity may be performed on Customer premises or remotely and will be scheduled in advance.
Transformation Workbook	Veritas will develop a Transformation Workbook that includes the following: <ul style="list-style-type: none">• Identification of top risks affecting NBU performance• Customer health-check and benchmarking• Review of naming conventions• Gap analysis of NBU best practices and tuning standards• NBU policy review and recommendations
Service Delivery Guide	Veritas will develop a Customer-specific Service Delivery Guide that includes the following: <ul style="list-style-type: none">• Operational reference details• Contact information• Support management procedures• Asset inventory



Data Privacy

Data Collection; Data Protection Regulations. In connection with Customer's use of the Services, 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 uses 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 Services may be subject to data protection laws or regulations in certain jurisdictions. Customer is responsible for ensuring that Customer's use of the Services is in accordance with such laws or regulations. Where Customer's processing of the personal data provided to Veritas under this Agreement is subject to the General Data Protection Regulation (EU) 2016/679, or other applicable laws that relate to the processing of personal data and privacy that may exist in the European Economic Area, Switzerland, Veritas shall process such personal data in accordance with the Data Processing Terms and Conditions at www.veritas.com/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:

"Bug Fix(es)" mean any change to the Veritas software, including changes made for purposes of maintaining operating system and database system compatibility, error correction, and workarounds that establish or help to restore substantial conformity with the applicable documentation.

"Credit Request" means the notification which Customer must submit to Veritas in order to request a remedy under the SLA.

"Designated User" means the user designated by the Customer's Services Contact to use the Services.

"Domain or NBU Domain" a Domain is defined as a number of Media Servers and Clients under the control of a single Master Server.

"Front-end TB or FETB" shall mean the total aggregate amount of data on Clients or Devices (i) on which the applicable Licensed Software is installed or (ii) for which the Licensed Software is used to provide backup functionality, when such data is measured as the largest aggregate full (or synthetic full) backup performed as actually measured by the Licensed Software. 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. One petabyte is equal to one thousand twenty-four (1,024) terabytes of data. Further details around Front-end TB can be found in the NBU End User License Agreement Product Use Rights on <https://www.veritas.com/about/legal/license-agreements>.

"In-Scope Domains" means NBU domains which Managed Clients are assigned to within the Customer's NBU configuration.

"Incident(s)" means any event not part of the standard operation of the Services and which causes, or may cause, an interruption or a reduction of the quality of the Services.



“Major Release” means a release of Veritas software that introduces architectural changes, major feature changes, significant changes in support of platforms or operating systems, or changes that affect compatibility.

“Managed Client(s)” (also identified as **“Client(s)”**) in the Subscription Instrument, means a server or device that is part of the Customer’s NBU configuration that requires backup/data protection as part of the Services. The Client server sends and receives data to/from a NetBackup Master/Media Server and generates a unique image in the NBU Catalog.

“Master Server” means the device that provides the central point for scheduling and tracking Customer’s server/clients backups and restores.

“Media Server” means any NBU server having management control over physical storage devices, such as tapes, SAN/Disk devices, tape drives, optical drives, robotic control, and robotic management.

“Minor Release” means a release of the Veritas software that introduces new features, additional platform support, infrastructure changes or minor architectural changes consistent with the related Major Release. Minor Releases generally incorporate Bug Fixes issued since the prior Major Release.

“Monthly Charge” means the prorated monthly fee payable to Veritas for the affected Service(s).

“OpsCenter Analytics” means the Service reporting utility that gives the customer the ability to display customizable, multi-level views of backup resources and customizable business level reports.

“Priority 1 Restore Request” means a request to restore data that is critical to business operations as determined by Veritas and the Customer during Service Activation.

“Priority Level” has the meaning set forth in the table below:

Priority Type	Definition	Initial Response Time
Priority 1 – Critical	<ul style="list-style-type: none">• Customer’s mission critical NetBackup system(s) are down• A substantial portion of Customer’s mission critical data is at significant risk of loss or corruption• Customer’s business operations have been severely disrupted• System defined MBS alerts and notifications	15 Minutes
Priority 2 – High	<ul style="list-style-type: none">• Issue has occurred where a major functionality is severely impaired. Customer’s operations can continue in a restricted fashion• System defined MBS alerts and notifications	2 Hours
Priority 3 – Routine	<ul style="list-style-type: none">• Issue has occurred where there has been a limited adverse impact on Customer’s business operations• System defined MBS alerts and notifications	8 Hours
Priority 4 – Low	<ul style="list-style-type: none">• An issue where Customer’s business operations have not been adversely affected• A minor backup /restore condition or documentation error that has no significant impact on Customer’s operations• System defined MBS alerts and notifications	Next Business Day



“Problem” is a technical question or technical issue a customer may have regarding Veritas software performance.

“Regional Business Hours” means the standard hours of business operation, typically 8 a.m. to 5 p.m., during the business hours and business days in a specific geographic region, based on the local office hours of Veritas and/or its local Service provider(s). Regional Business Hours exclude holidays and days of rest.

“Restore Request” means a formal Restore Request ticket submitted by Customer requesting a restore, placed and accepted into the Veritas Incident Management queue.

“Services Contact” is an employee of the Customer that acts as the primary operational contact within the Customer’s organization and is responsible for completing specific activities that the Customer is responsible for.

“Service Credit” means the amount of money that will be refunded to Customer after a Service Level Agreement breach has been reported by Veritas or through submission of a Credit Request and validation by Veritas that a credit is due.

“Service Handbook” means the operational guide detailing administrative processes and operations for the Service. The Service Handbook may be updated by Veritas from time to time and new versions will be provided by the Service Delivery Manager.

“Subscription Instrument” means the applicable Veritas certificate, services order form, 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.

“Supported Configuration” means a configuration in which the Veritas product operates in a customer’s environment that solely consists of supported operating systems, hardware platforms, software applications, firmware levels, databases, devices, device drivers, and Veritas custom-developed scripts and other configuration elements stated in the product documentation, or that Veritas has validated, approved, or verified for operation in conjunction with the Veritas product. For these purposes, references to the “environment” include the hardware platforms, operating systems, software applications, and other third-party solutions the customer may be using with the Veritas product.

END OF SERVICE DESCRIPTION