



Service Overview

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

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

Table of Contents

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

VERITAS PROPRIETARY– PERMITTED USE ONLY

Copyright © 2015 Veritas Technologies LLC. All rights reserved. Veritas, the Veritas Logo and any other trademark found on the [Veritas Trademarks List \(http://go.veritas.com/trademarks\)](http://go.veritas.com/trademarks) that are referred to or displayed in the document are trademarks or registered trademarks of Veritas Technologies LLC or its affiliates in the U.S. and other countries. Other names may be trademarks of their respective owners. The contents of this document are only for use by existing or prospective customers or partners of Veritas, solely for the use and/or acquisition of the Services described in this document.



TECHNICAL/BUSINESS FUNCTIONALITY AND CAPABILITIES

Service Features

- **AdvisorMail.** Messages are captured, stored and indexed, auto-scanned and flagged based on Customer's specific policy selections. Emails or attachments containing specific keywords or phrases can be reviewed as required by Customer.
- **AdvisorMail IM Option.** The AdvisorMail IM Option is an add-on Service to the AdvisorMail Service for supported instant message platforms. Instant messages are captured, stored and indexed, and auto-scanned and flagged based on Customer's specific policy selections. Instant messages containing specific keywords or phrases can be reviewed as required by Customer. AdvisorMail IM Option interoperates with supported IM networks and clients which are currently defined in the AdvisorMail IM Option Compatibility List found at <https://archive.atlassian.net/wiki/display/amhelp/IM+Archiving>.
- **AdvisorMail Bloomberg® Option.** The AdvisorMail Bloomberg Option is an add-on Service to the AdvisorMail Service for Instant Bloomberg® (instant messages) and Bloomberg® Email. Bloomberg® messages are captured, stored and indexed, and auto-scanned and flagged based on Customer's specific policy selections. This add-on Service captures Instant Bloomberg® and Bloomberg® Email into AdvisorMail in their proprietary format. Bloomberg® messages containing specific keywords or phrases can be reviewed as required by Customer.
- **Veritas Enterprise Vault.cloud Import Option.** The Veritas Enterprise Vault.cloud Import Option is an add-on Service to the AdvisorMail Service that allows Customer to migrate and ingest existing legacy Email data into Customer's archive. This add-on Service allows Customer to combine both ingested legacy Email and new Email streams within the archive.
 - This add-on Service requires active participation by Customer to plan, analyze and execute an ingestion plan.
 - Customer must transfer Email data to be ingested via courier. All data should be provided in an encrypted form and Customer must provide the decryption key, per instructions from Veritas.
 - Customer can extract the data and provide it in any format defined in the User Guide found at <https://archive.atlassian.net/wiki/display/admin/Legacy+Import+User+Guide> from supported repositories.
 - With Customer's guidance, this add-on Service assigns Users to each Email imported. Email that cannot be directly assigned to a specific User are archived into a single mailbox within the archive.
 - All migration activity can be logged and audited to provide integrity of Customer's Email records.
 - The maximum size for an Email to be ingested is 40MB.
 - Veritas cannot guarantee the time it will take to import the data once received.
 - Veritas is not responsible for failure to import data that is corrupt when received from Customer.
- **Service Management Console (SMC).** Customer can access the Service Management Console (SMC) by using a secure password protected login. The SMC provides the ability for Customer to configure and manage the Service, access reports, and view data and statistics when available as part of the Service.
- Reporting for the Service is available through the SMC. Reporting may include activity logs and/or statistics. Customer may choose to generate reports, through the SMC, which can be configured to be sent by Email on a scheduled basis, or downloaded from the SMC.
- The Service is managed on a twenty-four (24) hours/day by seven (7) days/week basis and is monitored for hardware availability, service capacity and network resource utilization. The Service is regularly monitored for service level compliance and adjustments are made as needed.
- The Service is intended to enable Customer to implement a valid and enforceable computer use policy, or its equivalent.
- Suggested word lists and template rules or policies supplied by Veritas contain words which may be considered offensive.
- In the event that continued provision of the Service to Customer would compromise the security of the Service, including, but not limited to, hacking attempts, denial of service attacks, mail bombs or other malicious activities either directed at or originating from Customer's domains, Customer agrees that Veritas may temporarily suspend Service to Customer. In such an event, Veritas will promptly inform Customer and will work with Customer to resolve such issues. Veritas will reinstate the Service upon removal of the security threat.

VERITAS PROPRIETARY– PERMITTED USE ONLY

Copyright © 2015 Veritas Technologies LLC. All rights reserved. Veritas, the Veritas Logo and any other trademark found on the [Veritas Trademarks List \(http://go.veritas.com/trademarks\)](http://go.veritas.com/trademarks) that are referred to or displayed in the document are trademarks or registered trademarks of Veritas Technologies LLC or its affiliates in the U.S. and other countries. Other names may be trademarks of their respective owners. The contents of this document are only for use by existing or prospective customers or partners of Veritas, solely for the use and/or acquisition of the Services described in this document.



- Should a Service be suspended or terminated for any reason whatsoever, Veritas shall reverse all configuration changes made upon provisioning the Service and it shall be the responsibility of Customer to undertake all other necessary configuration changes when the Service is reinstated.

Customer Responsibilities

Veritas can only perform the Service if Customer provides required information or performs required actions. If Customer does not provide/perform per the following responsibilities, Veritas's performance of the Service may be delayed, impaired or prevented, and/or eligibility for Service Level Agreement benefits may be voided, as noted below.

- Setup Enablement: Customer must provide information required for Veritas to begin providing the Service.
- Adequate Customer Personnel: Customer must provide adequate personnel to assist Veritas in delivery of the Service, upon reasonable request by Veritas.
- Renewal Credentials: If applicable, Customer must apply renewal credential(s) provided in the Subscription Instrument within its account administration, to continue to receive the Service, or to maintain account information and Customer data which is available during the Service Term.
- Customer Configurations vs. Default Settings: Customer must configure the features of the Service through the SMC, if applicable, or default settings will apply. In some cases, default settings do not exist and no Service will be provided until Customer chooses a setting. Configuration and use of the Service(s) are entirely in Customer's control.

Supported Platforms and Technical Requirements

Supported platforms for the Service are defined below:

- AdvisorMail IM Option Compatibility List: <https://archive.atlassian.net/wiki/display/amhelp/IM+Archiving>
- Enterprise Vault.cloud Import Option User Guide:
<https://archive.atlassian.net/wiki/display/admin/Legacy+Import+User+Guide>
- Archive Administration New releases:
<https://archive.atlassian.net/wiki/display/admin/New+in+this+Release+for+Archive+Administration>

Assistance and Technical Support

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

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

Technical Support. The following technical support ("Support") is included with the Service.

- Support available on a twenty-four (24) hours/day by seven (7) days/week basis to assist Customer with configuration of the Service features and to resolve reported problems with the Service.

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 email, SMS, or as posted on the SMC. Veritas will use commercially reasonable efforts to perform Planned Maintenance at times when collective customer activity is low, in the time zone in which the affected Infrastructure is located, and only on part, not all, of the network. If possible, Planned Maintenance will be carried out without affecting the Service. During Planned Maintenance, Service may be diverted to

VERITAS PROPRIETARY– PERMITTED USE ONLY

Copyright © 2015 Veritas Technologies LLC. All rights reserved. Veritas, the Veritas Logo and any other trademark found on the [Veritas Trademarks List \(http://go.veritas.com/trademarks\)](http://go.veritas.com/trademarks) that are referred to or displayed in the document are trademarks or registered trademarks of Veritas Technologies LLC or its affiliates in the U.S. and other countries. Other names may be trademarks of their respective owners. The contents of this document are only for use by existing or prospective customers or partners of Veritas, solely for the use and/or acquisition of the Services described in this document.



sections of the Infrastructure not undergoing maintenance in order to minimize disruption of the Service. **“Planned Maintenance”** means scheduled maintenance periods during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure.

- *Emergency Maintenance.* Where Emergency Maintenance is necessary and is likely to affect the Service, Veritas will endeavor to inform the affected parties in advance by posting an alert on the applicable SMC no less than one (1) hour prior to the start of the Emergency Maintenance. **“Emergency Maintenance”** means unscheduled maintenance periods which during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure or any maintenance for which Veritas could not have reasonably prepared for the need for such maintenance, and failure to perform the maintenance would adversely impact Customer.
- *Routine Maintenance (SMC).* Veritas will use commercially reasonable efforts to perform routine maintenance of SMCs at times when collective Customer activity is low to minimize disruption to the availability of the SMC. Customer will not receive prior notification for these routine maintenance activities.

SERVICE-SPECIFIC TERMS

Automatic Renewal Opt-Out Process

The Service renews automatically as set forth in the Agreement, unless Customer cancels as follows:

- Customer may opt-out of automatic renewal by providing Veritas notice, at least ninety (90) days prior to the end of Customer’s Initial Period (also sometimes called the Minimum Period) or a then-current Renewal Period (each, a “Term”).
- Such notice of automatic renewal opt-out, or notice of non-renewal, must be sent to the following address (or replacement address as published by Veritas): lof_billing@veritas.com. A notice of non-renewal takes effect upon the expiration of the then-current Term. Any notice given according to this procedure will be deemed to have been given when received.
- If Customer chooses not to renew the Service, Veritas will not be responsible for retaining Customer Data (defined below) after the expiration of the Term. If the Customer desires to obtain a copy of the Customer Data, Customer must arrange for obtaining a copy prior to the end of the Term or Customer may extend their Term to accommodate the time it would take to transfer the Customer Data.

Service Conditions

- You may not disclose the results of any benchmark tests or other tests connected with the Service to any third party without Veritas’s prior written consent.
- 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 (<http://www.Veritas.com/content/en/us/enterprise/eulas/b-hosted-service-component-eula-eng.pdf>). 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 Service (including any Service Component provided therewith) may use open source and other third party materials that are subject to a separate license. Please see the applicable Third Party Notice, if applicable, at <http://www.Veritas.com/about/profile/policies/eulas/>.
- Veritas may update the Service at any time in order to maintain the effectiveness of the Service.
- All Customer data stored or archived hereunder by Veritas or its third party vendors is the sole property of Customer (“Customer Data”), and nothing in this appendix conveys to Veritas or its vendors any legal or equitable right, title, or interest into Customer Data.
- Customer Data shall be archived during the Term of the Service. Before the end of the Term or upon termination of the Service, Customer shall make a written election for Veritas to: (i) delete Customer Data at no charge (unless prohibited by law, court order, or regulatory body (SEC/FINRA); or (ii) provide an offline copy in PST format via hard disk media at Veritas’s then current rates. If the Customer desires to obtain a copy of the Customer Data, Customer must arrange for

VERITAS PROPRIETARY– PERMITTED USE ONLY

Copyright © 2015 Veritas Technologies LLC. All rights reserved. Veritas, the Veritas Logo and any other trademark found on the [Veritas Trademarks List \(http://go.veritas.com/trademarks\)](http://go.veritas.com/trademarks) that are referred to or displayed in the document are trademarks or registered trademarks of Veritas Technologies LLC or its affiliates in the U.S. and other countries. Other names may be trademarks of their respective owners. The contents of this document are only for use by existing or prospective customers or partners of Veritas, solely for the use and/or acquisition of the Services described in this document.



obtaining a copy prior to the end of the Term. **In the event Customer fails to provide written instruction to Veritas as provided in the preceding sentence or Customer elects deletion, Veritas shall delete Customer Data (unless prohibited by law or court order, or regulatory body) at the end of the Term.**

- CUSTOMER ACKNOWLEDGES AND AGREES THAT PART OR ALL OF THE SERVICE MAY BE PERFORMED IN THE UNITED STATES OF AMERICA.

SERVICE LEVEL AGREEMENT

General

- If Customer believes it is entitled to a remedy in accordance with this Service Level Agreement, 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 will be subject to verification by Veritas in accordance with the applicable provisions of this Service Level Agreement.
- This Service Level Agreement 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) during any period of suspension of service by Veritas in accordance with the terms of the Agreement or (iii) where Customer is in breach of the Agreement (including without limitation if Customer has any overdue invoices); or (iv) Customer has not configured the Service in accordance with the Agreement.
- The remedies set out in this Service Level Agreement shall be Customer's sole and exclusive remedy in contract, tort (including without limitation negligence) or otherwise, with respect to this Service Level Agreement.
- The maximum accumulative liability of Veritas under this Service Level Agreement in any calendar month shall be no more than one hundred percent (100%) of the Monthly Charge payable by Customer for the affected Service(s).

24x7 Technical Support and Fault Response

- Veritas will on a twenty-four (24) hours/day by seven (7) days/week basis:
 - provide technical support to Customer for problems with the Service; and
 - liaise with Customer to resolve such problems.
- Whenever a Customer raises a problem, fault or request, for service information via telephone or Email with Veritas, its priority level is determined and it is responded to per the response targets defined in the table below:

Priority Level	Definition	Response Target	Percentage Credit of Monthly Charge for Failure to Meet Target
Severity 1	Loss of Service	95% of calls responded to within 2 hours	15
Severity 2	Partial loss of Service or Service impairment	85% of calls responded to within 4 hours	10

VERITAS PROPRIETARY– PERMITTED USE ONLY

Copyright © 2015 Veritas Technologies LLC. All rights reserved. Veritas, the Veritas Logo and any other trademark found on the [Veritas Trademarks List \(http://go.veritas.com/trademarks\)](http://go.veritas.com/trademarks) that are referred to or displayed in the document are trademarks or registered trademarks of Veritas Technologies LLC or its affiliates in the U.S. and other countries. Other names may be trademarks of their respective owners. The contents of this document are only for use by existing or prospective customers or partners of Veritas, solely for the use and/or acquisition of the Services described in this document.



Severity 3	Potentially affecting Service or non-Service affecting information request	75% of calls responded to within 8 hours	5
------------	--	--	---

- Faults originating from Customer's actions or requiring the actions of other service providers are beyond the control of Veritas and as such are specifically excluded from this Service Level.

If Customer believes that it has experienced a delay in Veritas response to a request (outside the parameters of the Response Targets described above) it may be entitled to a Service Credit in accordance with the table above. Credit Requests must state the time, date and the log number of the incident.

Veritas AdvisorMail Service

- Veritas shall provide 99.99% availability for the AdvisorMail Service. If availability for a full calendar month falls below 99.99%, subject to the section below Customer will be entitled to a Service Credit in accordance with the table below.

Availability	Percentage Credit of Monthly Charge
<99.99% but ≥99.9%	5% of Monthly Charge
<99.9% but ≥98.0%	10% of Monthly Charge
<98.0% but ≥95.0%	15% of Monthly Charge
<95.0% but ≥89.9%	25% of Monthly Charge
<89.9%	2.5% of Monthly Charge for every 1% of lost availability up to a maximum of 100% of the Monthly Charge

- Credit Requests must include the dates and times of unavailability. Veritas will compare the information provided by Customer with availability monitoring data maintained by Veritas. In response to a Credit Request, a Service Credit shall be issued if the unavailability triggers a credit pursuant to the table above. The Service Credit described in this section shall be Customer's sole and exclusive remedy in connection with any unavailability. Unavailability for Planned Maintenance or Emergency Maintenance is excluded from availability calculations.

VERITAS PROPRIETARY– PERMITTED USE ONLY

Copyright © 2015 Veritas Technologies LLC. All rights reserved. Veritas, the Veritas Logo and any other trademark found on the [Veritas Trademarks List \(http://go.veritas.com/trademarks\)](http://go.veritas.com/trademarks) that are referred to or displayed in the document are trademarks or registered trademarks of Veritas Technologies LLC or its affiliates in the U.S. and other countries. Other names may be trademarks of their respective owners. The contents of this document are only for use by existing or prospective customers or partners of Veritas, solely for the use and/or acquisition of the Services described in this document.



DEFINITIONS

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

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

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

“Email” means any inbound or outbound SMTP message passing through a Service.

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

“Monthly Charge” means the monthly charge for the affected Service(s) as defined in the Agreement.

“Service Credit” means the amount of money that will be credited to Customer’s next invoice after submission of a Credit Request and validation by Veritas that a credit is due to Customer.

“Service Software” means Software (defined below), as may be required by a Service, which must be installed on each Customer computer, in order to receive the Service. Service Software includes the Software and associated documentation that may be separately provided by Veritas as part of the Service.

“Software” means each Veritas or licensor software program, in object code format, licensed to Customer by Veritas and governed by the terms of the accompanying EULA, or this Service Description, as applicable, including without limitation new releases or updates as provided hereunder.

“Subscription Instrument” means one or more of the following applicable documents which further defines Customer’s rights and obligation related to the Service: a Veritas certificate or a similar document issued by Veritas, or a written agreement between Customer and Veritas, that accompanies, precedes or follows the Service.

“User” means an individual person and/or device authorized to use and/or benefits from the use of the Service, or that actually uses any portion of the Service. For the Email Security Services and/or Email Archiving Services, the definition of **“User”** shall include all mailboxes that send and/or receive Email.

END OF SERVICE DESCRIPTION

VERITAS PROPRIETARY– PERMITTED USE ONLY

Copyright © 2015 Veritas Technologies LLC. All rights reserved. Veritas, the Veritas Logo and any other trademark found on the [Veritas Trademarks List \(http://go.veritas.com/trademarks\)](http://go.veritas.com/trademarks) that are referred to or displayed in the document are trademarks or registered trademarks of Veritas Technologies LLC or its affiliates in the U.S. and other countries. Other names may be trademarks of their respective owners. The contents of this document are only for use by existing or prospective customers or partners of Veritas, solely for the use and/or acquisition of the Services described in this document.