Service Overview

The Veritas Enterprise Vault.cloud (“EV.cloud”) Service is the collective name for the archiving services and options described in this service description. Customers must purchase each Service and add-on Services separately.

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

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TECHNICAL/BUSINESS FUNCTIONALITY AND CAPABILITIES

Service Features

- The Administration Console, as applicable, is an Internet-based resource and tool available to Customer as part of the Service. Customer can access the Administration Console by using a secure password protected login. The Administration Console provides the ability for Customer to configure and manage the Service, access reports, and view data and statistics when available as part of the Service(s).
- The Service is managed on a twenty-four (24) hours/day by seven (7) days/week basis and is monitored for hardware availability, service capacity and network resource utilization. The Service is regularly monitored for service level compliance and adjustments are made as needed.
- Reporting for the Service is available through the Administration Console. Reporting may include activity logs and/or statistics. Customer may choose to generate reports, through the Administration Console, which can be configured to be sent by Email on a scheduled basis, or downloaded from the Administration Console.
- The Service is intended to enable Customer to implement a valid and enforceable computer use policy, or its equivalent.
- Customers may export data from the Enterprise Vault Discovery.cloud Service in a self-service model. For an additional fee, Veritas will export data from Enterprise Vault.cloud for the Customer and transfer that data to Customer via courier. Data will be transferred to Customer encrypted.
- The maximum single Email size that can be ingested is 50MB unless otherwise specified in this appendix.
- The Service does not replace Customer’s need to backup Customer’s mail server(s). In the event that Customer needs to rebuild a mail server, it should rebuild the mail server from backup data rather than from the archive.

Services and Options

- **Veritas Enterprise Vault Personal.cloud.** The Enterprise Vault Personal.cloud Service is an Email archiving service designed to give a User access to their personal Email archives.
  - The Service stores and indexes Emails and attachments in the archive.
  - Users can also access the archive from Microsoft Outlook® or Microsoft Outlook® Web App (where supported), IBM Lotus Notes®, and through a browser-based, secure website.
- **Veritas Enterprise Vault Discovery.cloud.** The Enterprise Vault Discovery.cloud Service is an Email archiving service designed to expedite specific topic or discovery (eDiscovery) requests, enforce Email use policies and to retain data for customer defined periods.
  - The Service stores and indexes Emails and attachments in the archive.
  - Users can access the archive through a browser-based, secure website.
- **Veritas Enterprise Vault.cloud BlackBerry® Option.** The Enterprise Vault.cloud BlackBerry® Option is an add-on Service to the Enterprise Vault Personal.cloud Service that allows Users to access and search archived Emails, attachments, SMS, PIN-to-PIN messages and call log files from their BlackBerry® devices. The Enterprise Vault.cloud BlackBerry® Option can be deployed by Administrators to Users from a BlackBerry® Enterprise Server (BES) or by Users via BlackBerry® Desktop Manager. Download and installation of Service Software is required for the BlackBerry® Option. The BlackBerry® Option is compatible only with approved versions of BlackBerry® enterprise servers and operating systems set forth in the current Compatibility List. The Compatibility List is located at: https://www.veritas.com/support/en_US/article.000016792.
- **Veritas Enterprise Vault.cloud Import Option.** The Veritas Enterprise Vault.cloud Import Option is an add-on Service to the Enterprise Vault Personal.cloud or Enterprise Vault Discovery.cloud Services 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 or via SFTP where applicable and available. All data sent via a drive should be provided in an encrypted form and Customer must provide the decryption key, per instructions from Veritas.

Customer can extract the data and provide it in any compatible format from supported repositories.

With Customer’s guidance, this add-on Service assigns Users to each Email imported. Email that cannot be directly assigned to a specific User are assigned to a single mailbox within the archive. Once email is assigned to this mailbox, it cannot be moved or migrated to another mailbox.

All migration activity can be logged and audited through a chain of custody protocol to provide integrity of Customer’s Email records.

Veritas cannot guarantee the time it will take to import the data once received.

Veritas is not responsible for failure to import data that is corrupt when received from Customer.

- **Data Import.** For Customers who have never purchased a subscription to Enterprise Vault.cloud services prior to April 6, 2015, Veritas will provide such new Customers the one-time right of up to two (2) gigabytes of ingest multiplied by the agreed-upon monthly contracted minimum number of users without additional charges for the Veritas Enterprise Vault.cloud Import Option, provided that all data must be received by Veritas within one (1) year after the Project Start Date and the product purchased must include the Veritas Enterprise Vault Discovery.cloud Service. If a Customer sends additional ingest, or if that data is received more than one (1) year after the Project Start Date, Customer agrees that such additional data will be billed at the then-current rate for the Veritas Enterprise Vault.cloud Import Option.

Customers who purchase a version of Enterprise Vault.cloud that does not include the Veritas Enterprise Vault Discovery.cloud Service are not eligible for ingest capability unless such ingest capability is acquired separately.

- **Veritas Enterprise Vault.cloud for Box®.** Veritas Enterprise Vault.cloud for Box® is an add-on Service to the Enterprise Vault Personal.cloud or Enterprise Vault Discovery.cloud Services for files stored on enterprise www.Box.com accounts. This add-on Service allows Customers to map Box® users to the archive by Email address. This add-on service captures and indexes Box® files after securely transmitting them in Email to the archive. Files may then be searched and accessed during the eDiscovery process or for individual use. Administrators can select any combination of compatible file types.

- **Veritas Enterprise Vault.cloud for Microsoft SharePoint®.** Veritas Enterprise Vault.cloud for Microsoft SharePoint® is an add-on service to the Enterprise Vault Discovery.cloud Service for documents from Microsoft SharePoint® Server on-premise. This add-on service captures and indexes SharePoint® content after securely transmitting them in Email to the archive. Files may then be searched and accessed during the eDiscovery process. Download and installation of Service Software is required for the SharePoint add-on.

- **Veritas Enterprise Vault.cloud Folder Sync Option.** The Veritas Enterprise Vault.cloud Folder Sync Option is an add-on Service to the Enterprise Vault Personal.cloud Service which enables a Customer to view Emails in Enterprise Vault Personal.cloud in a manner similar to the Email organization in the User’s Microsoft Outlook® folders. As Users move Emails between Microsoft Outlook® folders and create and move the location of Microsoft Outlook® folders, the synchronization feature subsequently replicates the folder structure inside Enterprise Vault Personal.cloud. Download and installation of Service Software is required for the Folder Sync Option.

- **Veritas Enterprise Vault Mailbox Continuity.cloud.** Veritas Enterprise Vault Mailbox Continuity.cloud is a Service that allows Users to access their Email via a dedicated folder in Microsoft Outlook® or a web-based User interface during a failure of the main Email server platform (“Continuity Event”). Customer must use an approved Email security platform that can be found on the [Veritas Enterprise Vault.cloud compatibility list](http://go.veritas.com/trademarks).

  - Customer agrees to configure the Service as a failover delivery route with the Administration Console and to further inform Veritas of the delivery location (mail hostname or IP address) by domain of its mail servers at commencement of this Service. Customer acknowledges and agrees that it has an ongoing obligation to update Veritas, during its use of the Service, of any changes to such delivery location. Customer acknowledges that Customer’s failure to make such configurations or to provide Veritas with such delivery information may adversely impact the performance of the Service.
Veritas Enterprise Vault.cloud
Service Description

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- IF VERITAS IS UNABLE TO ESTABLISH AN SMTP CONNECTION TO CUSTOMER, CUSTOMER’S EMAILS WILL BE ROUTED TO THE SERVICE ON BEHALF OF CUSTOMER. FOR THE AVOIDANCE OF DOUBT: (I) IF CUSTOMER’S FIREWALL ACTS AS A BROKER AND HANDS OFF ALL EMAIL DELIVERY TO THE MAIL SERVER, OR (II) IF CUSTOMER’S MAIL SERVER ISSUES ANY ERROR RESPONSE (INCLUDING WITHOUT LIMITATION ERROR CODES), THIS WILL CONSTITUTE AN SMTP CONNECTION AND WILL NOT BE A CONTINUITY EVENT.
- The Service uses an opportunistic TLS connection when attempting Email delivery. ALL EMAIL BOUNDARY ENCRYPTION.CLOUD AND POLICY BASED ENCRYPTION.CLOUD SERVICE CUSTOMERS ALSO USING THE SERVICE ACKNOWLEDGE AND AGREE THAT A TLS CONNECTION WILL BE ATTEMPTED BUT MAY NOT BE ACHIEVED; THEREFORE EMAILS MAY NOT BE ENCRYPTED. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT SHOULD NOT SEND OR RECEIVE SENSITIVE DATA VIA THE SERVICE OR CUSTOMER DOES SO ENTIRELY AT ITS OWN RISK.
- During the Term of the Service, all Email retrieved or stored by the Service will be stored and accessible by Customer for ninety (90) days, and will subsequently be automatically deleted.
- Customer acknowledges and agrees that (i) Veritas does not scan Emails that originally enter the archive and (ii) Veritas does not scan Emails that are released from the archive for reinstatement to a User’s mailbox. Accordingly, Veritas cannot be responsible for any virus, spam, images or inappropriate content that such reinstated Emails may contain, and therefore, any Service Level Agreement will not apply to such reinstated Emails. Customer must use an approved Email security platform that can be found on the Veritas Enterprise Vault.cloud compatibility list.

- Veritas Enterprise Vault.cloud CloudLink Option. The CloudLink Option is a Service Software that synchronizes data between Customer’s directory server and Enterprise Vault.cloud. Download and installation of Service Software is required for the CloudLink Option.
- Veritas Enterprise Vault.cloud Lync Option. The Lync Option is a Service Software that consists of a Lync Connector application that archives the transcripts of Microsoft Lync® Server instant messages and conferences to Enterprise Vault.cloud. Microsoft Lync® Server provides the ability to archive Microsoft Lync® conversations to a Microsoft Lync® archiving database. The Lync Connector extracts the transcripts from the Microsoft Lync® archiving database in email format. After validation and processing the Lync Connector forwards the transcript emails to the Enterprise Vault.cloud data center using SMTP. Download and installation of Service Software is required for the Lync Option.

Customer Responsibilities

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

- Setup Enablement: Customer must provide information required for Veritas to begin providing the Service.
- Adequate Customer Personnel: Customer must provide adequate personnel to assist Veritas in delivery of the Service, upon reasonable request by Veritas.
- Customer Configurations vs. Default Settings: Customer must configure the features of the Service through the Administration Console, if applicable, or default settings will apply. In some cases, default settings do not exist and no Service will be provided until Customer chooses a setting. Configuration and use of the Service(s) are entirely in Customer’s control.

Supported Platforms and Technical Requirements

- Each service within the Enterprise Vault.cloud Service offering are compatible only with approved versions of on-premise mail servers and hosted mail services set forth in the current Compatibility List. The Compatibility List is located at: https://www.veritas.com/support/en_US/article.000016792.

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Service Software Components

- The Service includes the following Service Software: Cloudlink Option, Folder Sync Option, Blackberry Option, SharePoint Add-On.

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 renewal opt-out must be sent to the following address (or replacement address as published by Veritas): returnsandcancellations@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.

Assistance and Technical Support

Customer Assistance. Veritas will provide the following assistance as part of the Service:

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

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

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

Maintenance. Veritas must perform maintenance on the Service Infrastructure in order to provide the Service in accordance with the Agreement. The following applies to such maintenance:

- Planned Maintenance. For Planned Maintenance, Veritas will use commercially reasonable efforts to give Customer seven (7) calendar days’ notification, via email, or SMS or phone as requested. Veritas will use commercially reasonable efforts to perform Planned Maintenance at times when collective customer activity is low, in the time zone in which the affected Infrastructure is located, and only on part, not all, of the network. If possible, Planned Maintenance will be carried out without affecting the Service. During Planned Maintenance, Service may be diverted to sections of the Infrastructure not undergoing maintenance in order to minimize disruption of the Service. “Planned Maintenance” means scheduled maintenance periods which during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure.

- Emergency Maintenance. Where Emergency Maintenance is necessary and is likely to affect the Service, Veritas will endeavor to inform the affected parties in advance via email, or SMS or by phone no less than one (1) hour prior to the start of the Emergency Maintenance. “Emergency Maintenance” means unscheduled maintenance periods which during which Service may be disrupted or prevented due to non-availability of the Service Infrastructure or any maintenance for which Veritas could not have reasonably prepared for the need for such maintenance, and failure to perform the maintenance would adversely impact Customer.
Additional Service Requirements

- The use of any Service Software in the form of software shall be governed by the license agreement accompanying the software. If no EULA accompanies the Service Software, it shall be governed by the terms and conditions located at [https://www.veritas.com/about/legal/license-agreements](https://www.veritas.com/about/legal/license-agreements). Any additional rights and obligations with respect to the use of such Service Software shall be as set forth in this Service Description.

- The Service is intended to enable Customer to implement a valid and enforceable computer use policy, or its equivalent. Customer shall comply with all applicable laws with respect to use of the Service(s). In certain countries it may be necessary to obtain the consent of individual personnel. Configuration and use of the Service(s) is entirely in Customer’s control, therefore, Veritas is not liable for Customer’s use of the Service(s), nor liable for any civil or criminal liability that may be incurred by Customer as a result of the operation of the Service.

- Customer may not disclose the results of any benchmark tests or other tests connected with the Service to any third party without Veritas’s prior written consent.

- Veritas may update the Service at any time in order to maintain the effectiveness of the Service.

- Except as otherwise specified in the Service Description, the Service (including any Service Software provided therewith) may use open source and other third party materials that are subject to a separate license. Please see the applicable Third Party Notice, if applicable, at [https://www.veritas.com/about/legal/license-agreements](https://www.veritas.com/about/legal/license-agreements).

- If Customer has not provided the requested information to allow Veritas to provide the Service, Veritas reserves the right to begin charging for the Service within thirty (30) days of receipt of an order for the Service. All Customer data stored or archived by the Service by Veritas or its third party vendors is the sole property of Customer (“Customer Data”), and nothing herein conveys to Veritas or its vendors any legal or equitable right, title, or interest into Customer Data.

- Customer Data shall be archived during the Term of the Service. Before the end of the Service term or upon termination of the Service, Customer shall make a written election for Veritas to: (i) delete Customer Data at no charge (unless prohibited by law or court order); or (ii) provide an offline copy in PST format via hard disk media at Veritas’s then current rates (“Data Extraction”). In the event Customer fails to provide written instruction to Veritas as provided in the preceding sentence, Veritas shall delete Customer Data (unless prohibited by law or court order).

- Customer Data shall be retained until the end of the archive term. The default archive term is ten (10) years following the sent date of the Customer Data though Customer has the option of changing the archive term. For example, if an email has a sent date of May 1, 2014 then the email will be archived until May 1, 2024 by default. Customer Data shall be deleted by Veritas after the archive term and may no longer be accessible by Customer or Veritas.
SERVICE LEVEL AGREEMENT

- Veritas’ Service Level Agreement ("SLA") shall provide 99.9% or higher Uptime for the Service.
- “Uptime” is defined as the time during which a Customer is able to Access the Service, as reported by the Veritas incident management system. “Access” is defined as a Customer being able to successfully login and use the Service functionality, as outlined in this service description.
- Uptime is measured every calendar month as a percentage value. The monthly Uptime percentage is the total number of minutes of Uptime achieved in a calendar month, divided by the total number of minutes in a calendar month.

Exclusions

- This SLA will not operate: (i) during periods of Planned Maintenance or Emergency Maintenance, periods of non-availability due to force majeure or acts or omissions of either Customer or a third party; (ii) due to overall internet congestion, slowdown or unavailability; (iii) bandwidth or other limitations caused by Customer internet service provider (ISP); (iv) unavailability of generic internet services (e.g. DNS servers); (v) a result of Customer equipment or third party computer hardware, software or network infrastructure not within the sole control of Veritas; (vi) during any period of suspension of service by Veritas in accordance with the terms of the Agreement; (vii) where Customer is in breach of the Agreement (including without limitation if Customer has any overdue invoices); or (viii) Customer has not configured the Service in accordance with the Agreement.

Service Credits

- If the Service does not meet the stated SLA, Customer may submit a Service Credit Request for a Service Credit. Service Credits are calculated as follows:

<table>
<thead>
<tr>
<th>Availability</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>≥ 99.9%</td>
<td>0%</td>
</tr>
<tr>
<td>&gt;=99.0% but &lt;99.9%</td>
<td>10%</td>
</tr>
<tr>
<td>&lt;99.0%</td>
<td>25%</td>
</tr>
</tbody>
</table>

- To successfully claim a Service Credit, Customer must submit a Service Credit Request in writing within fifteen (15) business days of the end of the calendar month in which the suspected SLA non-compliance occurred. The request must specify which service was impacted, and the dates and times of service unavailability.
- Veritas will validate the information provided by the Customer and if a Service Credit is due, it will be applied against the next Veritas invoice for the Customer’s Service. If a Service Credit is successfully claimed for more than one Veritas Service, then the quantity will equal the number of credits applied and the total will be aggregated to reflect the total value of the Service Credits claimed in that measurement period.

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1 Service Credits are calculated as a percentage of the monthly cost of the service when the outage occurred (regardless of licensing model). Service Credit percentages in the table above are an aggregate maximum for all SLA claims for a single Service in a given calendar month. Service Credits only apply if the Customer’s account is current and not suspended for non-payment or other non-compliance with terms. Service Credits are provided to the party receiving the Veritas invoice.

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• The remedies set out in this SLA shall be Customer’s sole and exclusive remedy in contract, tort (including without limitation negligence) or otherwise, with respect to this SLA.

DATA PRIVACY NOTICE

**Data Collection; Data Protection Regulations.** In connection with Customer’s use of the Service, Veritas may collect, retain, disclose and use certain information (“Collected Data”). Collected Data may include, but is not limited to, personally identifiable information about Customer, Customer devices or systems or Customer software usage. Veritas use(s) such Collected Data to enable, optimize and provide the Service or maintenance/support to Customer (and may engage third parties to do so as well) and to improve Veritas’ products and services in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Service, Customer agrees to allow Veritas to collect Collected Data as described in this section. Please refer to Veritas’ product privacy notices at [https://www.veritas.com/privacy](https://www.veritas.com/privacy) in order to fully understand what information Veritas collects, retains, discloses, and uses from Customer or Customer devices. Please note that the use of the Service may be subject to data protection laws or regulations in certain jurisdictions. Customer are responsible for ensuring that Customer’s use of the Licensed Software is in accordance with such laws or regulations.
DEFINITIONS

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

“Administrator” means a Customer User with authorization to manage the Service on behalf of Customer. Administrators may have the ability to manage all or part of a Service as designated by Customer.

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

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

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

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

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

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

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

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

“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, including all mailboxes that send and/or receive Email.