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 Enterprise Vault (“Services” or “MEV”) is a managed service that monitors, manages, and maintains Customer’s on premise implementations of Veritas Enterprise Vault™ (“EV”). Further, the Services provide remote monitoring and remediation, periodic reporting, semi-annual health checks, software upgrades and general guidance on archiving strategy as it relates to EV. These Services are only available to a Customer who licenses and deploys EV software and has and maintains a current support subscription on the EV software. This Service Description also contains the deliverables and responsibilities for additional offerings that work in conjunction with MEV: (a) Veritas Managed Enterprise Vault HA/DR Service Option, and (b) the Dedicated Enterprise Vault Specialist.

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

Service Features
All timeframes listed in the Service Features table are targets subject to commercially reasonable efforts, except those with a Service Level Agreement, as indicated below.

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<tr>
<th>Feature</th>
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| Remote Monitoring                            | 24x7                   | Veritas will perform remote monitoring of the Customer’s EV environment by establishing a persistent VPN from the MEV monitoring platform to the Customer network. Monitored items include, but are not limited to, the following:  
• Service & task status  
• EV server CPU and memory consumption  
• Disk space usage and available free space  
• SQL database & log status  
• Items awaiting backup |
| Monthly Report (with Service Level Agreement) | Sent by 7th business day of each calendar month | Veritas will provide Customer with a monthly service summary report with details of incident remediation, Veritas’ adherence to the applicable Service Level Agreements (as described herein), and operational metrics such as:  
• Mailbox archiving information  
• Storage archive information  
• Storage savings  
• Incidents opened and resolved  
If Veritas fails to send the Monthly Report for the Services within the timeframe specified, Customer may be entitled to one (1) Service Credit. |
<p>| Service Review                                | Every three (3) months | Veritas will perform a service review with Customer to assess the status of the Services, review key activities, as well as address any Services issues. This may be performed remote or on Customer premises. |
| Web Portal                                    | 24x7                   | Veritas will provide access to a web based service and reporting portal to the Designated Users of the Services.                                                                                           |
| Apply Major Release                           | Application of two (2) Major Releases during initial twelve (12) month term, as applicable | If a Major Release of EV is available, Veritas will help deploy this Major Release within Customer’s environment. This activity will be performed remotely and coordinated with the Customer and in no event will Veritas deploy a Major Release more often than once every twelve (12) months, except during the first initial term when Veritas may deploy two Major Releases in order to ensure EV is on a supportable version. |
| Apply Minor Releases and Bug Fixes            | As released            | Veritas will deploy Minor Releases and Bug Fixes (sometimes referred to as software service packs and cumulative hot fixes (CHFs)), as available, for EV. This activity will be performed remotely and coordinated with the Customer. |
| Administration and Planning                   | Regional Business Hours | Veritas will perform all administrative tasks relating to configuration items within EV and conduct planning activities. Examples include enabling/disabling mailboxes, storage capacity management and forecasting, configure storage partitions, and patch management. |</p>
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<tr>
<td><strong>Incident Management</strong></td>
<td>24x7 for Severity 1 Incidents, Regional Business Hours for all other Seversities</td>
<td>Veritas will perform remote triage and troubleshooting of EV for Incidents detected by MEV Remote Monitoring or as reported by the Customer. If the cause of the Incident is not with EV (such as elsewhere within Customer’s SQL server or storage infrastructure), Customer will be responsible for corrective action.</td>
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<tr>
<td><strong>Problem Management</strong></td>
<td>Regional Business Hours</td>
<td>Veritas will remotely perform root cause analysis of Severity Level 1 Problems identified pertaining to EV. If the Problem is not with EV (such as elsewhere within Customer’s SQL server or storage infrastructure), Customer will be responsible for corrective action.</td>
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<tr>
<td><strong>Access Management</strong></td>
<td>Regional Business Hours</td>
<td>Veritas will provide access to MEV for up to six (6) Designated Users who are approved by the Customer’s main point of contact. Designated Users can be changed by sending a written request to the Service Management Center at <a href="mailto:smc@mev.veritas.com">smc@mev.veritas.com</a>. These designated users will receive the Monthly Reports, access to the MEV Web Portal, and be entitled to call the Service Management Center with service requests or to report Incidents.</td>
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<tr>
<td><strong>Change Management</strong></td>
<td>Standard Changes - Regional Business Hours Emergency Changes – 24x7</td>
<td>Veritas will monitor the mutually agreed upon Customer change management queue(s) and address changes pertaining to In-Scope Managed Servers. Additionally, Veritas will evaluate and approve changes relating the EV software configuration, provide the Customer with various options for change requests, pro-actively alert the Customer regarding production changes in the EV environment, and execute approved changed requests as agreed to by the defined stakeholders.</td>
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<tr>
<td><strong>Remote IT Helpdesk Training</strong></td>
<td>Every twelve (12) months</td>
<td>Veritas will provide one (1) live web based training session to the Customer’s IT helpdesk to provide instruction and procedures on troubleshooting general EV client related issues and the escalation procedure to the Service Management Center if advanced troubleshooting is required. This training session lasts a maximum of two hours and is delivered remotely.</td>
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<tr>
<td><strong>Remote Discovery Accelerator User Training</strong></td>
<td>Every twelve (12) months</td>
<td>Veritas will provide one (1) live web based training session to the Customer’s legal or discovery team members on the use and functionality of Veritas Enterprise Vault Discovery Accelerator™. This training session lasts a maximum of three (3) hours and is delivered on a remote basis. In no event will Veritas provide specific assistance on any of Customer’s pending or potential litigation; this session is for training purposes only.</td>
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<tr>
<td><strong>Service Delivery Manager</strong></td>
<td>24x7</td>
<td>Veritas will provide an assigned Service Delivery Manager for program administration and escalation of EV management activities.</td>
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<tr>
<td><strong>Priority 1 Response Time (with Service Level Agreement)</strong></td>
<td>24x7, within fifteen (15) minutes</td>
<td>Veritas will initiate triage of Priority 1 Incidents, detected by MEV Remote Monitoring or reported by the Customer, within fifteen (15) minutes of notification. Veritas will not be required to issue a Service Credit if the Customer’s email, telephony, Local Area Network and Wide Area Network infrastructure or other required systems are not functioning or are unable to communicate with the Veritas Services infrastructure. Veritas’ failure to respond within the specified timeframe may entitle the Customer to one (1) Service Credit in accordance with the Service Level Agreement section of this Service Description.</td>
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<tr>
<td><strong>99.9% Enterprise Vault Software Availability (with Service Level)</strong></td>
<td>Monthly</td>
<td>Veritas will achieve 99.9% EV application availability for the EV software, as measured monthly by analyzing EV reports. The following EV items listed in the EV reports are excluded from the Service</td>
</tr>
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</table>
**Managed Servers:** If Customer elects to have Services manage less than the Total Managed Server Count, no refund or credits shall apply.

**Exclusions:** The Service is only 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 out of scope for the Services:

- Implement EV product
- Architect EV environment
- Implement additional EV agents/options
- Adding, deleting and managing active directory users
- Defining security policy of exchange
- General exchange administration

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### Feature | Frequency/Availability | Description
--- | --- | ---
**Level Agreement:**
- Planned downtime and scheduled maintenance activities such as proactive reboots, patch installs and so forth.
- Incidents that indicate an EV application failure due to a lack of bandwidth or availability of the Customer’s network (local area network or wide area network).
- Incidents or unplanned downtime in the EV application that results from the misconfiguration, downtime or service failure of interdependent applications including but not limited to Microsoft Active Directory, Microsoft Exchange Server, Microsoft SharePoint, Microsoft Windows file systems, Microsoft Internet Information Services, not under the In-Scope Managed Servers.
- Incidents that indicate an EV application failure due to availability of the Customer’s storage area network or direct attached storage.
- Unplanned downtime that arises as a result of failure to follow change control measures agreed between the Customer and Veritas caused by the Customer.
- Unplanned downtime due to Customer’s lack of highly available: server infrastructure, storage architecture, network solution, technical and process driven backup solution, or any other EV remediation measures identified to the Customer as required for the Services to perform as intended.
- Unplanned downtime that results from issues in the Customer’s physical environment including physical infrastructure security, power and cooling redundancy.
- Unplanned downtime that results from Customer’s manual intervention in the EV environment without the supervision or direct authorization of Veritas.
- Unplanned downtime that results from the actions of a third-party vendor or warranty support provider directly engaged by the Customer.

Veritas’ failure to meet this target within a given month may entitle the Customer to one (1) Service Credit in accordance with the Service Level Agreement section of this Service Description.
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- Blackberry device hardware, configuration and administration
- Server hardware maintenance management
- Backup maintenance
- Security management
- Hardware fault rectification
- PST migrations
- Hardware and storage provision
- Identify scope and effort required to implement the Enterprise Vault product
- Non Enterprise Vault patch application
- Discovery assistance
- Desktop end user support
- Desktop/Client installation or upgrades

Customer Responsibilities
Customer acknowledges and agrees that Veritas can only perform Services if Customer provides required information or performs required actions as set forth below or as reasonably requested by Veritas. Accordingly, and without limitation, if Customer does not meet the following responsibilities, Veritas’ performance of Services may be delayed, impaired or prevented, as noted below:

- 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 main point of contact.
- Provide Veritas with necessary security access to enable access to Customer’s EV instances for which Customer has purchased Services.
- Assign a main point of contact to support execution of Services. Customer’s main point of 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 third 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 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;
  - Software design documentation, current design diagrams, and other information that may aid in the delivery of these Services; and
  - Access to all operating systems, network and computing environments necessary to perform Services
- Provide a list of relevant IP addresses, URLs and user authentication.
- Follow the appropriate operating procedures listed in the Operations Manual during submission of Services requests.
- Run a supported version of Enterprise Vault as detailed in the Operations Manual and in a Supported Configuration.
• 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, that:
  o EV has been correctly licensed for all appropriate platforms and the same are made available in a timely manner to Veritas.
  o Customer has Essential Support on all EV in the In-Scope Managed Servers.
  o 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.
  o The operating systems of all appropriate servers and computers will be at a level supported by the Veritas software products to be used.
  o The storage configuration will be running in a Supported Configuration.
  o The technical environment, including the application and database, will be kept under change control.
  o The physical environment is stable and provides a viable environment for Veritas to perform the Services.

• Provide and maintain appropriate levels of high availability and supporting clustered infrastructure to ensure EV application availability.

• Provide and maintain an appropriate disaster recovery environment to support the EV application in case of a major site level disaster.

• Consents to Veritas’ use of subcontractors to perform the Services provided that Veritas remains responsible for the contractual obligations of the Agreement.

Supported Platforms and Technical Requirements

• The Service is sold on a per Managed Server basis and provided to Customer in accordance with the quantities set forth in the Subscription Instrument.

• Customer may only receive Services for versions of EV that are currently supported by Veritas.

• Customer may only receive Services during such time as Customer maintains a valid Essential Support agreement for all EV software being managed under the Services.

Assistance and Technical Support

Customer Assistance and Technical Support is available for the Services during Regional Business Hours.

Service-Specific Terms

Initial Period

The Initial Period will commence on the Services start date identified in the Subscription Instrument.

Customer acknowledges and agrees that the Term will expire at the end of Customer’s subscription even if Customer does not complete its onboarding requirements in order to receive Services during the Term.

Automatic Renewal Opt-Out Process

The Service renews automatically as set forth in the Agreement, unless Customer cancels as follows:
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- 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 assigned Service Delivery Manager. A notice of non-renewal takes effect upon the expiration of the then-current Term.

Service Conditions

Customer shall not disclose the results of any benchmark tests or other tests connected with the Services to any third party without Veritas’ prior written consent.

Service Level Agreement (“SLA”)

- Veritas will report on Service Level Agreement violations detected by the Services in accordance with the Monthly 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.
- In addition to those areas listed before, an SLA will not apply:
  - during periods of non-availability due to force majeure, or acts or omissions of either Customer or a third party;
  - 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
  - Customer has not configured the Services in accordance with the Agreement; or
  - until the Services start date
- 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.
- A Service Credit is the equivalent of 2.5% of the Monthly Charge for the Services rendered in the calendar month in which the Service Level was breached.
- The maximum accumulative liability of Veritas under this SLA in any calendar month for Service Credits shall be no more than ten percent (10%) of the Monthly Charge for the Services.
- Veritas shall issue a refund in the event any Service Credit is earned in the month immediately prior to the termination or expiration of Services. The Service Level Agreements in this Service Description shall only apply to the In-Scope Managed Servers.

Additional Offerings

Customer may be entitled to access to the following additional offering(s), as noted in the Subscription Instrument, subject to additional fees.
Veritas Managed Enterprise Vault HA/DR Service Option

The MEV HA/DR Service Option is provided for Customer’s high availability (“HA”) and disaster recovery (“DR”) devices that have been identified as targets for monitoring in the Customer’s EV environment.

In addition to the standard Services features of MEV, a Customer who purchases the MEV HA/DR Service Option for Customer’s HA/DR Servers will also receive the following additional features listed below for those applicable HA/DR Servers. Notwithstanding, Veritas will only use commercially reasonable efforts to comply with Service Level Agreements for any In-Scope HA/DR Managed Servers until such time as Customer’s Pre-Service Level Period expires. The “Pre-Service Level Period” is an onboarding/setup period of time beginning with the MEV HA/DR Service Option’s start date and ending on the date specified to Customer in writing. Following, the Pre-Service Level Period, any Service Level Agreements apply as normal.

Service Features

The MEV HA/DR Service includes the following features:

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| EV DR Document Development     | Once during Initial Term | Veritas will conduct information gathering sessions with Customer to document the current HA and/or DR configuration for the EV environment. After conducting and completing the requirements gathering and system assessment, Veritas will begin the development of an EV DR document (“EV DR Document”). Contents of the EV DR Document typically include, but are not limited to, the following configuration information:  
  - Number and location of HA/DR EV servers  
  - Server architecture for EV  
  - Storage and capacity (including bandwidth) planning for EV  
  - Backup and recovery strategies for EV DR  
  - HA deployment and failover requirements  
  - Operational support requirements  
  Deliverables:  
    - EV DR Document  
  Assumptions and constraints:  
    - The EV DR Document will be distributed to Customer’s project team to allow Customer an opportunity to review the document prior to the any formal review sessions.  
    - Customer will be performing the execution of the work outlined in the EV DR Document |
| Disaster Recovery Testing      | Once every twelve (12) months | Veritas will assist Customer in conducting a DR test of their EV environment per the EV DR Document. Activities to be included during the DR test are:  
  - Test failover to the disaster recovery site  
  - Validate failover and complete User Acceptance Test (“UAT”) checklist |
Dedicated Enterprise Vault Specialist

The Dedicated EV Specialist serves as a technical escalation point for the Veritas MEV Service Management Center (“MEV SMC”) as well as a customer-facing resource to assist Customer with planning exercises or implementation of best practice methodologies. The Dedicated EV Specialist offering provides Customer with access to an identified, dedicated Veritas EV specialist for up to 220 work days during Regional Business Hours, during each annual term of the Agreement.

Responsibilities of the Dedicated EV Specialist may include:

- Assisting the Customer with best practices in development of archive policies.
- Coordinating EV-related issues escalated by the MEV SMC.
- Researching and providing technical advisement to help Customer optimize product performance, based on Customer’s specific environment and operating objectives.
- Assisting with the technical aspects of the Services during project kickoff and through the duration of Services.
- Reviewing the initial health-check of Customer’s existing archiving environment in connection with the Services, and helping to identify any areas that need to be improved.
- Assisting the MEV SMC, when needed, in upgrade/patching processes in connection with Services.
- Perform technical escalation management to Veritas when required.
- Creating root cause analysis documentation when applicable.
- Participating in service reviews in connection with Services.
- Participating in issue management inclusive of multi-vendor collaboration in connection with Services.

Definitions

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

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

“Designated User” means person designated by the Customer to access the service.

“In-Scope Managed Servers” means the Managed Servers for which Customer has purchased Services.
“Incident(s)” means any event which is 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.

“Managed Server(s),” also identified as “Servers” in the Subscription Instrument, means the scan target for DRA, which can take the form of storage arrays, physical servers, guest servers, and databases.

“Major Release” has the meaning set forth in the Veritas Enterprise Technical Support Handbook.

“Minor Release” has the meaning set forth in the Veritas Enterprise Technical Support Handbook.

“Monthly Charge” means the prorated monthly fee payable to Veritas for the affected Services.

“Operations Manual” means the operational guide detailing administrative processes and operations for Veritas Managed Enterprise Vault. The Operations Manual may be updated by Veritas from time to time and will be distributed to Customer by the Services account team.

“Priority 1 Incident(s)” are EV Incidents with no workaround, where the use of a critical system is impossible in the production environment, or severely risks critical business operations. Examples include complete loss of EV service; loss of connectivity in the live environment; hardware failure in the live environment, causing a major business impact; server “out of disk space” in the live environment; and server down/unresponsive, impacting business.

“Problem” has the meaning set forth in the Veritas Enterprise Technical Support Handbook.

“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.

“Service Credit” means the amount of money that will be refunded to Customer (or Customer’s channel partner, as applicable) 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.

“Severity Level” and “Severity Level 1” has the meaning set forth in the Veritas Enterprise Technical Support Handbook.

“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.

“Supported Configuration” has the meaning set forth in the Veritas Enterprise Technical Support Handbook.

“Veritas Enterprise Technical Support Handbook” means the support handbook that provides an overview of the Veritas technical support offerings available from Veritas. The most recent version is available at http://go.veritas.com/support-fundamentals.

“Total Managed Server Count” means the total quantity of Managed Servers (either physical or virtual) for which Customer has purchased Services.

END OF SERVICE DESCRIPTION