



Service Overview

The Veritas SaaS Backup Service is a cloud-to-cloud backup and recovery solution that protects SaaS workloads. Customers must purchase each Service and add-on Service 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.

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TECHNICAL/BUSINESS FUNCTIONALITY AND CAPABILITIES

Service Features

- 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.
- 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.
- In the event that continuing to provide 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.
- 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, such as provisioning 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 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.

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Supported Platforms and Technical Requirements

Supported platforms for the Service are defined at https://www.veritas.com/support/en_US/article.100041590.

Hosted Service Software Components

Depending on the platform to be protected, the Service may require the Customer to download and install software Service Components. For more details, please refer to the product guides available at https://www.veritas.com/content/support/en_US/dpp.SaaSBackup.html.

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 from time to time 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, SMS, or other standard notification methods. 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 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 other standard notification methods 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.



SERVICE-SPECIFIC TERMS

Autorenewal

Unless otherwise opted-out by Customer at the time of purchase, Services shall automatically renew for renewal periods of twelve (12) months each when the then-current term expires ("Autorenewal"). Customer may later opt-out of automatic renewal as follows:

- Customer may opt-out of Autorenewal by providing Veritas notice at least thirty (30) days prior to the end of Customer's then-current term.
- Such notice must be sent to the following address: 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.

Autorenewal is only available for Services on Veritas' then-current price list. Veritas reserves the right to automatically invoice for each Autorenewal period at the then-current market rates for the Services. If required by Veritas, Customer shall issue (or cause to be issued) a purchase order to Veritas on a timely basis before expiration of the then-current term to support invoicing for each renewal period.

Please note that if Customer has opted out of Autorenewal at the time of purchase, Customer will be responsible for submitting a timely renewal order. Any processing delays, late renewals, channel issues or other problems with the renewal order may cause the Service to expire and any data stored by the Service will be deleted in accordance with the "Data Deletion" section below. Please note that any unlimited data retention setting may not be retained and the corresponding Customer Content may be deleted earlier in the event of Service expiration or termination.

Invoicing

Unless otherwise specified by Customer at the time of purchase in accordance with Veritas' then-current processes, invoicing shall be annually in advance.

Administration Console Access

Immediately following expiration or termination of Services, Customer will not be able to access (login to) the Administration Console and no new backup jobs will be performed.

Data Deletion

After ninety (90) days following expiration or termination of Service, Veritas shall delete Customer Content, unless otherwise prohibited by law. Please note that any unlimited data retention setting may not be retained and the corresponding Customer Content may be deleted earlier in the event of Service expiration or termination.

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Service Conditions

- Customer may not disclose the results of any benchmark tests or other tests connected with the Service to any third party without Veritas' prior written consent.
- The use of any Service Component in the form of software shall be governed by the license agreement accompanying the software. If no EULA accompanies the Service Component, it shall be governed by the terms and conditions located at <https://www.veritas.com/about/legal/license-agreements>). Any additional rights and obligations with respect to the use of such Service Component shall be as set forth in this Service Description.
- Except as otherwise specified in the Service Description, the Service (including any Hosted Service Software Component provided therewith) may use open source and other third party materials that are subject to a separate license. Please see the applicable Third Party Notice, if applicable, at <https://www.veritas.com/about/legal/license-agreements>).
- Veritas may update the Service at any time in order to maintain the effectiveness of the Service.

PLATFORM-SPECIFIC TERMS

- **Veritas SaaS Backup for Office 365 (O365)**
 - This service allows backups of Microsoft Office 365 solutions. Features are as follows:
 - Emails, Calendar, Contacts, Tasks, Shared Mailbox, In-place archives, Public Folder
 - OneDrive for Business
 - SharePoint
 - Groups
 - Teams
 - Audit Log
 - Job Monitor
 - Single Sign-on support
 - Role-based access control
 - Data retention: Unlimited for the duration of an active subscription or renewal term, subject to AUP
 - Data Quota: Unlimited subject to AUP
 - Purchasing unit: User. "User" is defined as the following:
 - Exchange: as an active individual or shared mailbox
 - OneDrive for Business: aligned to Exchange
 - SharePoint: a user licensed for SharePoint under an Office 365 tenant subscription. Guests are not counted.
 - Customer must purchase a User license for each SharePoint licensed user in the Microsoft Office 365 tenant in order to activate SharePoint protection for that tenant. If at any point during the subscription term the number of active SharePoint licensed users under the Microsoft Office365 tenant exceeds the Users for Veritas SaaS Backup for Office 365, Customer will be notified via email, or phone (as requested) about the under licensing. If the discrepancy is not resolved within thirty (30) days of such notice, Veritas reserves the right to stop any further protection until the discrepancy is resolved or the subscription term expires.

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- **Veritas SaaS Backup for Google Suite (G Suite)**

- This service allows backups of Google Apps for Works (also known as G Suite). Features are as follows:
 - Emails (Gmail), Calendar, Tasks
 - GDrive (Documents)
 - Sites
- Audit Log
- Job Monitor
- Single Sign-on support
- Role-based access control
- Data retention: Unlimited for the duration of an active subscription or renewal term, subject to AUP
- Data Quota: Unlimited subject to AUP
- Purchasing unit: User. "User" is defined as any active individual user or shared mailbox under a Google Suite tenant subscription.
- Customer must purchase a User license for each Google Suite licensed user in the Google Suite tenant in order to activate Google Suite protection for that tenant. If at any point during the subscription term the number of active Google Suite Sites licensed users under the Google Suite tenant exceeds the Seats for Veritas SaaS Backup for Google Suite, Customer will be notified via email, SMS, or phone (as requested) about the under licensing. If the discrepancy is not resolved within thirty (30) days of such notice, Veritas reserves the right to stop any further protection until the discrepancy is resolved or the subscription term has expired.

- **Veritas SaaS Backup for Salesforce**

- This is a service that allows to do backup of Salesforce.com. Items included are:
 - Contacts, Leads, Opportunities, Activities, Notes, Cases and Custom Fields on before mentioned items
- Audit Log
- Job Monitor
- Single Sign-on support
- Role-based access control
- Data Retention: Unlimited for the duration of an active subscription or renewal term, subject to AUP
- Data Quota: Unlimited subject to AUP
- Purchasing Unit: User. A "User" is defined any active individual user under a Salesforce.com subscription.
- Customer must purchase a User license for each Salesforce licensed user in the Salesforce tenant in order to activate Salesforce protection for that tenant. If at any point during the subscription term the number of licensed Salesforce.com users in the environment protected exceeds the Seats of Veritas SaaS Backup for Salesforce, Customer will be notified via email, SMS, or phone (as requested) about the under licensing. If the discrepancy is not resolved within thirty (30) days of such notice, Veritas reserves the right to stop any further protection until the discrepancy is resolved or the subscription term has expired.



ACCEPTABLE USE POLICY (AUP)

- Customer shall not, and shall not allow its end users to (i) interfere with the use of the Service, or the equipment or network used to provide the Service, (ii) use the Service in a manner that damages, disables, overburdens or impairs any part of the Service, the underlying infrastructure or any network connections, (iii) use the Service in a manner or for a purpose that is unlawful or prohibited under the Agreement, or (iv) use the Service in a way which was not intended, for example and without limitation, using the archive/data retention feature of the Service for a significant number of deleted users compared to the number of active users may be considered a violation and may result in increased license requirements and/or termination of Service. Veritas may, at its discretion, apply automatic message monitoring, filtering, and deny performance of activities that do not comply with the terms of this AUP. If Customer uses the Service in violation of this AUP, Veritas shall as soon as reasonably possible notify Customer of the violation. If Customer has not cured the violation within fifteen (15) days after notice from Veritas, Veritas reserves the right to terminate Customer's subscription and access to the Service without further notice.
- Regardless of the aforementioned process of notification, with respect to any emergency, Veritas may temporarily (for a reasonable period only) suspend, block or restrict access to information and network resources when it reasonably appears necessary to do so in order to protect the integrity and security of the products, and shall provide Customer notice of such suspension as soon as reasonably possible.
- Customer will at all times comply with applicable third party hosting policies for acceptable use or similar terms for end users.

SERVICE LEVEL AGREEMENT

- 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:

Availability	Service Credit ¹
≥99.9%	0%
>99.0% but <99.9%	10%
<99.0%	25%

- If Customer believes it is entitled to a remedy in accordance with this Service Level Agreement, Customer must submit a Credit Request within thirty (30) business days of the end of the calendar month in which the suspected service level non-

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.



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. 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 applicable 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.
- 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).

DATA PRIVACY

Data Collection; Data Protection Regulations. In connection with Customer's use of the Service, Veritas, and Veritas' licensors, subcontractors, or agents on Veritas' behalf, 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> 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. 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 <https://www.veritas.com/privacy>.

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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 by email to customercare@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.

“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 Component” means certain enabling software, hardware peripherals and associated documentation which may be separately provided by Veritas as an incidental part of a Service.

“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.

END OF SERVICE DESCRIPTION