Arcserve Support Policy

January 2020

1 Overview

Arcserve support for Arcserve products consists of operational assistance and technical support provided by the Arcserve Support team, in its reasonable judgment, during the term of Arcserve support procured by you. Arcserve will supply its software licenses for customers, who have valid maintenance and support contract with Arcserve Support with Upgrades that are made generally available ("GA") by Arcserve, together with any additional related Documentation.

Support is offered for generally available Arcserve products unless Arcserve specifically designates that software as not eligible for support or the software is licensed by Arcserve on an "as is" basis without warranties. You are only eligible to receive Arcserve support if you remain current on all applicable licensing and maintenance fees due and payable to Arcserve and are otherwise compliant with your applicable contractual obligations to Arcserve.

This Arcserve Support Policy and Terms is a policy only and may be updated or modified by Arcserve from time to time, in its sole discretion. Your continued use of the Support constitutes your acceptance thereof. The terms and conditions governing your use of the Support and any Arcserve-proprietary software, Appliance or Documentation is subject to the applicable license agreement between you and Arcserve.

Technical support will be performed in a timely and professional manner by qualified support engineers familiar with the Arcserve products which includes:

— For all incidents, direct access to technical support and the ability to open and manage support incidents online through https://support.arcserve.com, by seeking assistance via online chat, or by telephone.

— Phone support during normal business hours.

— 24x7x365 telephone support outside of business hours for Severity 1 incidents (in English).

— 24x7x365 access to https://support.arcserve.com for online technical support and access to software product and Documentation, downloads, Fixes, Service Packs, patch downloads, user groups, user forums, FAQs, webcast recordings, usage tips, technical updates, and other materials are made available by Arcserve.

— Interactive remote diagnostic support allowing technical support engineers to troubleshoot an incident securely through a real-time browser-based remote-control feature.

— Upgrades for the Arcserve product software if and when Arcserve makes them generally available. Any Arcserve product provided is subject to the same usage limitations and restrictions as the Arcserve product originally licensed to you by Arcserve.

Defined terms used in this policy include the following:

Arcserve Support or **Support** means maintenance and support for Arcserve products in addition to warranty support.

Documentation means specifications, user documentation, products guides, technical manuals and guides provided by Arcserve along with Arcserve software, hardware and/or cloud services.

Fix means any change that Arcserve makes to the software, including changes made for purposes of maintaining system compatibility, error correction, improved operation and security and workarounds that establish or help to restore material conformity to the specifications in the Documentation for that software. A Fix is generally an interim solution for a specific customer problem and is typically provided through a targeted point patch or hotfix. A Fix may also include any recommendations or advice provided to you including recommendations that you migrate to a current Version or Release, consideration of the incident in developing a future Version or Release of the software, or other steps to close an open incident in accordance with Arcserve support processes.

Release means a release of an Arcserve product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous Service Packs and Fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by Arcserve for a particular product, a Release is tied to the preceding Version and is designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

Self-Service Support means access to self-help tools provided on Arcserve online support, such as software product compatibility information, previously published Fixes, Workarounds, knowledge documents, Resource calculator and other Arcserve software product solutions.

Service Pack means a set of cumulative Fixes for a particular Version or Release of the software, and typically does not contain new features or functionality. A Service Pack will be available as a download from Arcserve online support. It is generally installed as a software product overlay (also known as a patch). Service Pack nomenclature is tied to the related Version or Release. For example, a Service Pack relating to Version 1.0 would be designated as 1.0 SP 1, 1.0 SP 2, etc., and a Service Pack for Release 2.1 would be designated as 2.1 SP1, 2.1 SP2, etc.

Upgrades mean software upgrades, including product enhancements, Documentation revisions and error corrections, Service Packs, Versions and Releases for the Arcserve product for which Arcserve support is provided.

Version means a release of an Arcserve product that contains major changes in software product functionality, code, or compatibility and incorporates the previous Release (if one has occurred), Fixes and Service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by Arcserve for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

Workaround means an interim resolution of an incident/problem and may include specific modifications to the software to address critical problems (sometimes also called "hot fixes"). In some cases, the incident addressed by the Workaround will be permanently resolved when you install the next Upgrade; the Workaround itself may be considered final if it materially reduces the impact of an error or defect.

2   Service Level Objectives

Arcserve will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives table below with regard to remedial software support and will provide ongoing efforts to resolve Severity 1 support incidents. All incidents can be submitted to Arcserve on a 24 hours per day, 7 days per week, 365 days per year basis. Due to the complexities of technical environments, the table represents an estimate of response times only and actual response times may vary.

2.1   Severity Level Descriptions

— **Severity 1** means "System Down" or a product-inoperative condition impacting a production environment for which no Workaround is immediately available, such as (i) production server or other mission critical systems are down; (ii) a substantial portion of mission-critical data is at a significant risk of loss or corruption; (iii) a substantial loss of service; (iv) business operations have been severely disrupted; or (v) an incident in which the software causes catastrophic network or system failure or that compromises overall system integrity or data integrity when the software is installed or when it is in operation (i.e. system crash, loss or corruption of data, or loss of system security) and significantly impacts ongoing operations in a production environment.

— **Severity 2** means a high-impact business condition possibly endangering a production environment. The software may operate but is severely restricted.

— **Severity 3** means a low-impact business condition with a majority of software functions still usable; however, some circumvention may be required to provide service.

— **Severity 4** means (i) a minor problem or question that does not affect the software function, (ii) an error in software product Documentation that has no significant effect on operations; or (iii) a suggestion for new features or software product enhancement.

2.2   Service Level Objectives

Incident Severity	Initial Response Time
Severity 1	1 hour
Severity 2	2 business hours*
Severity 3	4 business hours*
Severity 4	1 business day*

During normal business hours, based on the time an incident is initially submitted online, through chat or telephonically.

2.3   Chat Support

Chat support is provided to all customers who are entitled to support and will be available during normal business hours of the respective countries. This is to help customers get preliminary level support on queries and product related incidents. Every chat session opens a support case and if deemed necessary a phone support engineer can contact you and work with you for further troubleshooting.

3 Supported Software

Arcserve Support is provided for the latest Version or Release of the software made generally available by Arcserve. At Arcserve's sole discretion support may be provided for one previous Version or Release for an Arcserve product that has not reached End of Service ("EOS") as set forth in Section 6 below.

4 Customer Responsibilities

In order to receive Arcserve Support, you must maintain a supported environment, which includes the current Versions and Releases and Service Packs of Arcserve product. All computer hardware, operating systems, and third-party software associated with the affected Arcserve product must be maintained on the latest releases and version levels from the manufacturer that Arcserve designates as compatible with the Arcserve product.

In order to receive Arcserve support, you must provide the following:

— Sales order number.
— Incident severity level determined in accordance with Arcserve's Incident Severity Level definitions in this policy.
— Software names, Releases, Versions and Service Packs.
— Operating system names and versions, and any other relevant platform details.
— Detailed description of the problem or incident.
— Log files/test cases, memory dumps, and file listings as required
— Names and contact information, including email addresses and telephone numbers of technical personnel who are familiar with the problem or incident and your environment.
— Diagnostic routines and results, if provided by Arcserve

In order to maintain an incident at Severity 1 status, Arcserve may require that you make a technical contact continuously available to Arcserve to provide further documentation and other information pertinent to the incident, as well as perform resolution testing and other activities necessary for Arcserve to provide continuous efforts in progressing the incident. If you are unable to provide such a resource, Arcserve may reduce the severity level of the incident.

5 Technical Support Limitations

— On-site maintenance and support are not applicable for software products and cloud services within the scope of Arcserve Support.

— Arcserve shall not be obligated to provide technical support for non-Arcserve product, Arcserve product that is not used in accordance with the product Documentation, modifications to the Arcserve product, any code not part of the base Arcserve product, product functionality or problems associated with software products running on unsupported hardware, operating systems, or third-party software.

— Arcserve shall not be responsible for any changes in your hardware or operating environment that may be necessary as a result of a Workaround or Fix. You acknowledge that any changes you elect to make to your operating environment may detrimentally affect the performance of Arcserve product and, despite the technical support to be provided hereunder, Arcserve shall not be responsible for such effects upon, or any resulting degradation in performance of, the Arcserve product. Arcserve is not required to provide technical support if you do not perform your responsibilities as stated herein.

— Arcserve supports its product operation on the operating systems, platforms and with third-party products, currently supported by the respective vendors. Arcserve reserves the right to decline support for Arcserve products, operating in the discontinued or unsupported environment, for example on Microsoft Windows XP, Windows Server 2003 and SQL Server 2005.

— As for any Arcserve product, support is not available for Cuba, Iran, North Korea, Sudan and Syria, and any other countries designated as embargoed countries by the Bureau of Industry and Security of the Department of Commerce of the United States.

— Professional services are provided separately and are not a part of Arcserve Support. Arcserve Support scope of services does not include performing deployments, installations or system roll-outs.

6 End of Service Policy

At any point in product lifecycle, Arcserve may decide, at its sole discretion, when an Arcserve product Version or Release will be designated "end of service" ("EOS") and what the end of service date ("EOS Date") will be.

Arcserve may also decide, at its sole discretion, to withdraw support for a particular operating system, platform, application or database by following the EOS process. When a Version or Release reaches its EOS Date, new development and provision of new Service Packs or Fixes will not be provided for the EOS Version or Release and Arcserve support will cease.

Previously published Service Packs and Fixes for the EOS Version or Release will continue to be available as part of the Self-Service support.

Arcserve will use reasonable efforts to provide licensees with a minimum of twelve (12) months' notice prior to the EOS Date of a Version or Release. If a third party withdraws support for an operating system, platform, application or database, Arcserve may not be able to provide a longer period of EOS notice than the one provided by the third party. Notifications of software product status may include upgrade or migration path information.

7 Stabilization Policy

An Arcserve product becomes stabilized when no future enhancements, Versions, Releases, development or Service Packs are planned, but all other Arcserve support features remain in effect, including Self-Service Support. Features and functionality are frozen at the current Version or Release level. Notifications shall be posted in support site about an Arcserve product Version or Release has become stabilized. Notifications of software product status may include upgrade or migration path information. As this is generally the phase preceding an EOL phase, you may be offered the opportunity to license an alternate Arcserve product which provides similar or, in some cases, enhanced functionality.

8 Notifications

Any notifications described herein may be provided to you by your Arcserve representative; by letter, fax or email, and/or by posting on online support.

About Arcserve

Arcserve provides exceptional solutions to protect the priceless digital assets of organizations in need of full scale, comprehensive data protection. Established in 1983, Arcserve is the world's most experienced provider of business continuity solutions that safeguard multi-generational IT infrastructures with applications and systems in any location, on premises and in the cloud. Organizations in over 150 countries around the world rely on Arcserve's highly efficient, integrated technologies and expertise to eliminate the risk of data loss and extended downtime while the reducing the cost and complexity of backing up and restoring data by up to 50 percent.