

1. **Overview**

Arcserve support for arcserve products consists of operational assistance and technical support provided by 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 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 GA 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://arcserve.zendesk.com> or by seeking assistance via online chat or by telephone.
- 24x7x365 telephone support for Severity 1 incidents for software only issues.
- 24x7x365 access to <https://arcserve.zendesk.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, as such 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 GA. 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:

"Appliance" means hardware that is bundled with and operates the arcserve software licensed and pre-installed on the hardware.

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

"Documentation" means specifications, user documentation, products guides and technical manuals and guides provided by Arcserve with arcserve software.

"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 hot fix. 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 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" software upgrades for Documentation revisions, error corrections, and product enhancements, 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.

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.

| Service Level Objectives | |
|--------------------------|-----------------------|
| Incident Severity | Initial Response Time |
| 1 | 1 hour |
| 2 | 2 business hours** |
| 3 | 4 business hours** |
| 4 | 1 business day** |

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

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. At any point in time during the Chat session, if deemed necessary can open a support ticket for an engineer to 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 GA by Arcserve. At arcserve's sole discretion support may be provided for one previous Version or Release ("GA-1") for an arcserve product that has not reached End of Service ("EOS") as set forth in Section 6 below.

4. Supported Appliance Hardware

So long as you remain active on Arcserve Support for the Appliance's software component, arcserve will take your initial request for assistance and provide limited support assistance by telephone for the Appliance. Arcserve has no obligation to support any modifications to the Appliance not performed by arcserve or arcserve's agents, or if the Appliance is not used in accordance with the Documentation. Arcserve has no obligation to replace Appliance or provide additional appliances if future Service Packs, Versions or Releases require appliances other than the originally procured Appliance in order to function according to the applicable Documentation. Arcserve recommends that you refresh your Appliance every three years to help maintain suitable processor performance.

5. 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:

- Site identification number,
- Appliance serial number
- Incident severity level (determined in accordance with arcserve's incident Severity Level Descriptions above)
- Software/Release/Version/Service Pack
- Operating system/version, platform,
- Description of the problem or incident,
- Log files/test case, memory dumps, and file listings as required.
- Name(s) and contact information, including email addresses and telephone numbers, for technical personnel who are familiar with the problem or incident and your environment.
- Diagnostic routines if provided by arcserve and inform arcserve of the results.

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.

6. Technical Support Limitations

On-site maintenance and support services are not 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.

Consulting services are not provided as part of Arcserve Support. Arcserve Support does not include performing deployments, installations or roll-outs.

7. **Hardware Onsite Support**

Onsite support programs are available in 1-year and 3-year increments and pricing is determined by a combination of system price, warranty type, and length of coverage.

Coverage excludes software-related failures, acts of nature such as electrical storms, floods or fire, acts of war and terrorism, criminal acts, and the user's damage or negligence.

Help Desk troubleshooting and diagnostics is required to identify the failure and determine the appropriate actions and service components needed onsite prior to dispatching a technician. The Help Desk will then coordinate the components and the field engineer to perform the onsite repair within the terms of the program. Onsite Support is hardware replacement only and does not include onsite troubleshooting or any software services.

For 4-Hour Response support, a "Spares Kit" is required on premises to meet the support coverage timeframe. For "Next Business Day" support, the diagnosis must be complete by 3:00 p.m. local time or the next business day becomes the day following.

Domestic Onsite Support

24x7 – Next Business Day (NBD)

- All calls can be logged with arcserve on a 24 hours per day, 7 days per week, 365 days per year basis. Arcserve will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives above. This is during normal business hours, as published on "Arcserve Support Online".
- If a customer is facing a Severity 1 situation outside of normal business hours for their location, they would follow the normal process for submitting the support request. However please note that after normal business hours the support for severity 1 tickets will be English Only.
- Once diagnosis is complete and components are onsite, a technician is dispatched next business day.
- Components are supplied through the standard warranty of our partner and shipped overnight from the headquarters of our partner.
- Onsite repairs occur during the coverage hours between 8:00 a.m. to 5:00 p.m. local time, Monday through Friday; any onsite requirements outside of coverage hours or on holidays are handled at established time and materials rates.
- Observed holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, Christmas Eve and Christmas Day.

24x7 – 4-Hour Response

- All calls can be logged with arcserve on a 24 hours per day, 7 days per week, 365 days per year basis. Arcserve will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives above. This is during normal business hours, as published on "Arcserve Support Online".
- If a customer is facing a Severity 1 situation outside of normal business hours for their location, they would follow the normal process for submitting the support request. However please note that after normal business hours the support for severity 1 tickets will be English Only.
- A "Spares Kit" must be purchased with this warranty and components must be onsite prior to dispatching a technician.
- A technician will be onsite within 4 hours of diagnosis as long as proper components are onsite within the spare part kit.
- Onsite support that requires components not in the "Spares Kit" reverts to "Next Business Day" Support once the replacement components arrive on premises.

International Onsite Support

"Next Business Day" coverage is available in most major cities in unrestricted countries worldwide; 4-hour coverage is available in most major cities except remote areas where it would be impractical. New locations and service-level enhancements are added frequently. Contact your arcserve account manager for comprehensive, up-to-date international coverage.

Regardless of the support program selected, response times go into effect once the replacement component arrives on premises. The lead time for expediting components internationally from US headquarters of our partner must take into account time in transit, customs clearance, and time en route to its destination.

24x7 – Next Business Day

- All calls can be logged with arcserve on a 24 hours per day, 7 days per week, 365 days per year basis. Arcserve will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives above. This is during normal business hours, as published on "Arcserve Support Online".
- If a customer is facing a Severity 1 situation outside of normal business hours for their location, they would follow the normal process for submitting the support request. However please note that after normal business hours the support for severity 1 tickets will be English Only.
- Once diagnosis is complete and components are onsite, a technician is sent out next business day.
- Components are supplied through the standard warranty of our support partner and shipped overnight from their headquarters in the United States.
- Onsite repairs occur during the coverage hours between 8:00 a.m. to 5:00 p.m. local time, Monday through Friday; any onsite requirements outside of coverage hours or on recognized holidays are handled at established time and materials rates.
- Observed holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, Christmas Eve and Christmas Day.

24x7 – 4-Hour Response

- All calls can be logged with arcserve on a 24 hours per day, 7 days per week, 365 days per year basis. Arcserve will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives above. This is during normal business hours, as published on Arcserve Support Online.
- If a customer is facing a Severity 1 situation outside of normal business hours for their location, they would follow the normal process for submitting the support request. However please note that after normal business hours the support for severity 1 tickets will be English Only.
- A "Spares Kit" must be purchased with this warranty and components must be onsite prior to dispatching a technician.
- A technician will be onsite within 4 hours of diagnosis as long as proper components are onsite within the spare part kit. Onsite Support that requires components not in the "Spares Kit" reverts to "Next Business Day" Support once the replacement components arrive on premises.

Onsite Support Process

Prior to calling for hardware support, the user will need to locate the failed system's serial number to provide to Help Desk personnel to identify the system and its components and verify the level of Support coverage. This allows a quicker and more effective diagnosis. The user will also need to provide the site name, address, telephone number, the site contact name, and they should be prepared to provide a brief description of the problem.

Help Desk

Arcserve onsite hardware support partner will open a ticket and work with the user to troubleshoot the issue. Once a diagnosis our support partner will make arrangements to send replacement components and dispatch a technician. Replacement components are shipped from the headquarters of our partner in America unless inventory is in forward stocking locations.

Our support partner will issue an RMA and produce the return shipping label for defective component(s)/system after the repair is complete. The site contact will be regularly updated on the progress of the service call until the problem is resolved, generally by telephone unless a printed report by email or fax is requested. In most cases our support partner covers the cost of overnight shipping, duties and taxes.

8. End of Service Policy

In accordance with this policy, arcserve decides, 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 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 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 that provided by the third party. Notifications of software product status may include upgrade or migration path information.

9. Appliance Warranty/RMA Policy

Appliance Warranty Coverage: Arcserve warrants to you that for all Appliances licensed by you from arcserve shall be delivered product in good working order free from defects in workmanship. In the case of product arriving in non-conforming condition, arcserve agrees to repair or replace said product as per the time periods specified in Exhibit B.

Warranty Period: All warranty periods shall begin from the date a product is invoiced unless otherwise stipulated.

Exclusive Remedy: You and your exclusive remedy and arcserve's sole liability is that arcserve will remedy, repair or replace any Appliance that fails during the Warranty Period. You agree that parts utilized in warranty services may be remanufactured and/or refurbished.

Limitations: The above warranties extend only to you and are contingent upon proper use of the Appliances as set forth in the Appliance Documentation and usage manual(s). The warranties will not apply to any failure caused by: (i) unusual physical, electrical or electromagnetic stress, in each case beyond the specifications provided in the Appliance documentation; neglect; misuse; fluctuations in electrical power beyond specifications; failure of air conditioning or humidity control; (ii) any equipment of software used with the Appliance that is not furnished by arcserve or authorized in writing to be used by arcserve; or (iii) installation, alteration or repair of the Appliance by anyone other than arcserve or as authorized in writing by arcserve.

RMA Process: Under no circumstances shall you return any allegedly non-conforming Appliance to arcserve except pursuant to a written Return Merchandise Authorization (RMA) issued by arcserve.

10. 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. You will receive notice that 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.

11. Appliance End of Life Policy

Arcserve decides, at its sole discretion, when an arcserve product will be designated EOL and what the end of life date ("EOL Date") will be. When an arcserve product reaches its EOL Date, no future development, Upgrades, Service Packs or Fixes and Firmware, will be provided for any Version or Release of the arcserve product and arcserve support for the arcserve product will cease. However, after the EOL Date, Arcserve will continue to provide Self-Service Support for the remaining agreed upon maintenance period.

12. 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.

Exhibit A**Arcserve Warranty Service Policy**

Arcserve will provide either a one (1) year or three (3) year limited warranty on the Appliance hardware products beginning on the invoice date.

Technical Support

The Technical Support department is open Monday through Friday with a “follow the sun” methodology and can be contacted via the support contact details in the arcserve.com web site. Arcserve will work with Customer to troubleshoot and diagnose Appliance product issues.

Four Types of Hardware SupportWarranty Depot Repair

Under warranty depot repair, Appliance product(s) are shipped to Arcserve

On-Site Repair

On-site repair is available upon request for an additional charge.

RMA Information

A valid RMA number is required to return any product to Arcserve. To obtain an RMA, Customer shall contact arcserve’s Technical Support department. Arcserve reserves the right to use re-manufactured or refurbished product to replace defective products. In the event an Appliance product has become end of life and is no longer available Arcserve will work with Customer to choose a mutually agreed upon replacement.

Ship all RMA’s to:

Arcserve Support

Attn: RMA (RMA number)

Address TBD

City, State, Zip Code

- The RMA number must be clearly marked on the outside of the packaging.
- All RMAs must be shipped using adequate packaging. Customer will contact arcserve support, if needed, for guidance on proper packaging.
- All RMAs should be shipped using a reputable carrier that offers package tracking and insurance.
- Any shipping damage or lost RMAs will be the responsibility of Customer.

Information for RMA Request:

- Product Serial number (this is typically a 12 digit number found on the back on the Product)
- Customer contact name, phone number, email
- Description of problem and any troubleshooting already performed
- Level of service requested (part to be replaced, full system replacement, etc.)
- Shipping service requested (if expedited, to what level)
- Shipping address

Defective parts return

- Must be received within 15 days of RMA issuance.
- All defective parts returned after 30 days are subject to a re-stocking fee
- After 45 days the product is no longer returnable for credit.

Turnaround Time

Note: All times are estimates and are not guaranteed. Times vary based on parts availability and the extent of the problem. Estimates represent repair time in business days and do not include shipping time.

- DOA Systems (3 – 5 days)
- Warranty Repair Systems (5 – 10 days)

Modified Components

Modifying a component voids the warranty with the manufacturer of that component. In the event Arcserve is requested to modify a component Customer assumes the responsibility to replace the modified component should it fail.

Shipping Charges

In the event an RMA is needed for a defective Appliance product, Arcserve will cover the cost for domestic UPS ground shipping to Customer or End User. All inbound domestic and international shipping and outbound international shipping is the responsibility of Customer. Expedited shipping is available for an additional charge. In the event an Appliance product is returned and is deemed non-defective, warranty denied, or not authorized, there will be a charge to ship the Appliance product back to Customer. The cost of shipping will vary based on the returned item.

Shipping Damage

Arcserve provides transportation insurance for all shipments. If an item is damaged in shipping it is the responsibility of Customer to notify Arcserve of the shipping damage immediately. All original packaging must be retained for proper inspection in the claims process. Failure to retain original packaging or to contact Arcserve within 7 days of receipt of Product(s) may result in a denied claim. If a 3rd party shipping company is used, it is the responsibility of the 3rd party to handle the claims process and replacement product.

DOA Coverage

A Product is considered DOA if within the first 30 days of the Warranty any Appliance product or workmanship defects are present in the Appliance product supplied by Arcserve. Arcserve will cover the cost of domestic shipping to and from Customer or End User via the original ship method. (Definition of DOA: Any unit that will not boot up. All other issues upon receipt of unit are not considered DOA.)

North American On-site Appliance Warranty

On-site Appliance warranty is available for purchase on every Appliance product. This on-site warranty is provided through third party contract. Coverage includes phone support to diagnose any issues and on-site Appliance hardware replacement only. Customer will contact their arcserve account manager for on-site warranty options and pricing.

Warranty Exclusions

While Arcserve provides a complete and comprehensive warranty there are items and special circumstances that are not covered by arcserve's warranty. Arcserve is not responsible for lost data on storage media such as hard drives, tape devices, and disk on modules. Any damage done due to these added components, is not covered by arcserve's warranty.

Items not covered:

- Components not provided by Arcserve
- Customer Supplied Product installed by Arcserve
- Products damaged by accident, misuse, abuse, improper handling, or environmental conditions
- Products that have been physically damaged, written on, or altered/reworked in any way
- Products that have been defaced or had their labels or serial tags removed
- Products that show evidence of tampering
- External components such as keyboards, mice, cables

Out of Warranty Repair

Out of Warranty Product(s) are not covered by Arcserve