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.

For the avoidance of doubt, arcserve will only provide support for, and is entitled to receive payment with respect to, the total, aggregate number of authorized users licensed by your organization, not for any partial or pro rata portion thereof. If you wish to terminate support (to the extent such option applies), then you must terminate support for all licensed users entirely.

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 may be updated by arcserve from time to time, in its sole discretion, however such updates will not result in a material reduction in the level of Support provided for the arcserve products you have licensed and for which an applicable maintenance agreement is in effect at the time such update is implemented and for the remaining term of such contract and you are otherwise compliant with your contractual obligations to 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 www.arcserve.zendesk.com or by chat or by telephone.
- 24x7x365 telephone support for Severity 1 incidents.
- 24x7x365 access to 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:

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

"Documentation" means specifications, user documentation, 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.

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"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" include Documentation revisions, error corrections, 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 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.

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3.   <u>**Supported Software**</u>

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.   <u>**Customer Responsibilities**</u>

In order to receive 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 t h e f o l l o w i n g :
- Site identification 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.

5.   <u>**Technical Support Limitations**</u>

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.

6.   <u>**End of Service Policy**</u>

In accordance with this policy, Arcserve decides, at its sole discretion, when an arcserve product Version or Release will be designated 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 it's 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.

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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. Licensees 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.

8.   End of Life Policy

Arcserve decides, at its sole discretion, when a 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 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.

Arcserve will use reasonable efforts to provide licensees with a minimum of twelve (12) months' notice prior to the EOL Date of an arcserve product.

9.   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.

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