



## ARCHIVING PLATFORM SERVICE LEVEL AGREEMENT

### 1. Smarsh Uptime Commitment

- 1.1 The Smarsh Archiving Platform (the Smarsh Management Console) will be available 99.9% during any calendar month (the "**Uptime Commitment**"). For purposes of calculating the Uptime Commitment, "availability" means that Client may access the Smarsh Management Console. Smarsh shall not be responsible for interruption in Client's access to the Services, and the Services will not be considered unavailable, where the downtime or interruption of the Services result from: (a) routine maintenance, repair and upgrade; (b) issues or failures with Client's hardware, software, communications and internet providers; (c) issues or failures of third-party sites, applications, software, hardware or other components not supplied by Smarsh, or the intentional or malicious actions of third parties; (d) Client's acts or omissions; or (e) force majeure events.
- 1.2 If the Uptime Commitment is not met, Smarsh will issue Client a credit equal to 1/30<sup>th</sup> of the monthly fee for the Service which did not meet the Uptime Commitment. Credits must be requested by Client within thirty (30) days of the end of the month in which the Uptime Commitment was not met and the failure to meet the Uptime Commitment must be verified by Smarsh's Service diagnostic monitoring tools. Credits will be credited against Client's next invoice.

### 2. Support and Maintenance Services

- 2.1 Smarsh uses tools to provide server, network, and application diagnostic monitoring of the technical infrastructure utilized to deliver the Services.
- 2.2 Smarsh will provide the level of support applicable to the Service package purchased by Client or the applicable support policy. Client may find support FAQ's here: <http://www.smarsh.com/support/>. Premium support services may be purchased by Client as a Professional Service. Client must report issues experienced with the availability or performance of the Services by submitting a support case via the Web at <http://www.smarsh.com/support> or by sending an email to [support@smarsh.com](mailto:support@smarsh.com). Support requests must include a detailed description of the error or request, including the operating conditions which gave rise to the error. The individual reporting a support incident will receive an auto-email notification to confirm receipt of a Support request, along with a case number to use for future reference. Client may also submit a support request by contacting Smarsh support by phone. Standard phone support is available Monday through Friday between the hours of 7 am and 12 am EST (excluding United States Federal Holidays) at 866-SMARSH-1. Off- hour phone support is available 24 hours per day, 365 days per year for a Severity Level 1 or 2 level issues. All Severity Level 1 issues must be reported by phone. Smarsh reserves the right to limit support request to a single or maximum number of Authorized Users.
- 2.4 Upon receiving a support request, Smarsh will use all commercially reasonable efforts to address and/or fix errors to the Services reported by Client which are within the control of Smarsh based on the following resolution process:

Severity Level	Description	Mean Response Time	Resolution Process
1	Issue impacts multiple users: Service is down, or major functionality is unavailable or materially impacted by performance issues, and no workaround is available.	15 minutes (must call by phone)	Smarsh will work continuously until error is fixed or temporary workaround is implemented
2	Issue impacts multiple users: important features are unavailable or degraded, or multiple users are degraded, and no sustainable workaround is available. <b>Or</b> The issue impacts a single user, major functionality is unavailable or materially impacted by performance issues, and no workaround is available.	1 hour	Smarsh will work continuously until error is fixed or temporary workaround is implemented
3	Issue impacts multiple or single users:	4 hours (during business hours)	Smarsh will work during normal business hours

	important features are unavailable but workaround is available, <b>Or</b> intermittent disruption of Services, <b>Or</b> routine request (e.g. add user, password reset		to implement a fix or workaround
4	Minor feature is unavailable, <b>Or</b> minor performance impact	1 Business Day	Smarsh will work to provide fix in next maintenance release

Support and maintenance shall be done, to the extent reasonably possible, during times other than Smarsh's normal business hours so as to minimize any interference with or disruption. Smarsh's normal maintenance windows are:

- Tues/Thurs between 9PM-5AM EST
- Friday after 6PM EST
- Weekends anytime

Smarsh agrees to provide Customer with 48hrs prior notice in the event that maintenance needs to be performed outside the maintenance windows or if Smarsh needs to suspend the Services in order to perform necessary maintenance.