Connected Archive – Service Level Agreement

Definitions

"Availability" means that Client is able to access the Connected Archive and is measured using the formula in section 1.1 below.

"Downtime" means service interruptions that occur outside normal maintenance windows, including Planned Maintenance and Outages.

"Outages" means unplanned service interruptions that temporarily prevent access to major functions of the production platform.

"Planned Maintenance" means (i) maintenance that occurs during normal maintenance windows (as specified in section 2.4 below) and (ii) maintenance that occurs outside normal maintenance windows for which Smarsh has provided notice in accordance with section 2.5 below.

1.   Smarsh Uptime Commitment

1.1   The production instance of the Smarsh Connected Archive will be available 99.9% of any calendar month (the "**Uptime Commitment**"). Availability is measured using the following industry-standard formula:

$$Availability \ (less \ Planned \ Maintenance \ ) = \frac{Total \ Minutes \ in \ a \ Month \ (30 \ days) - Total \ Downtime \ in \ the \ Month}{Total \ Minutes \ in \ a \ Month \ (30 \ days)} * 100$$

Smarsh will not be responsible for interruption of Client's access to the Services, and the Services will not be considered unavailable (i.e., such interruptions will not be included in the Downtime calculation), where the interruption results from: (a) routine maintenance, repair, and upgrade during Smarsh's normal maintenance windows (specified below); (b) issues or failures with Client's hardware, software, communications, or 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. Client may view the system status and subscribe to status updates at https://status.smarsh.com/.

1.2   If Smarsh does not meet its Uptime Commitment, Smarsh will issue Client a credit equal to 1/30th of the monthly fee for the Service that 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. The failure to meet the Uptime Commitment must be verified by Smarsh's 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 that delivers the Services.

2.2   Client may find online support resources and FAQ's here: https://central.smarsh.com. With the exception of Severity Level 1 issues, Client must report issues regarding availability or performance of the Services by submitting a support case at https://central.smarsh.com. Support requests must include a detailed description of the error or request, including the operating conditions that gave rise to the error. The individual reporting a support incident will receive an auto-reply notification via email to confirm receipt of a Support request, along with a case number for reference. Client may also submit a support request by phone at 866-SMARSH-1. Smarsh standard phone support is available Monday through Friday between the hours of 7 am and 12 am Eastern (excluding United States Federal Holidays). Off-hours phone support is available 24 hours per day, 365 days per year for Severity Level 1 or 2 issues. All Severity Level 1 issues must be reported by phone. Smarsh may limit the right to submit support requests to a single or maximum number of Authorized Users.

2.3　Upon receiving a support request, Smarsh will use commercially reasonable efforts to respond to Client's request within the mean response time indicated below for the corresponding severity level and address and/or fix errors to the Services reported by Client that 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 (Client must call by phone)	Smarsh will investigate the issue and 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. **Or** 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 investigate the issue and will work continuously until error is fixed or temporary workaround is implemented.
3	Issue impacts multiple or single users: important features are unavailable but workaround is available, **Or** intermittent disruption of Services.	4 hours (during business hours)	Smarsh will work during normal business hours to investigate the issue and implement a fix or workaround.
4	A minor feature is unavailable, **Or** there is a minor performance impact **Or** the Client makes a routine request (e.g. add user, password reset).	1 Business Day	Smarsh will work to provide fix in next maintenance release or respond to the routine maintenance request.

2.4　To the extent reasonably possible, Smarsh will refrain from performing maintenance during Smarsh's normal business hours so as to minimize any interference with or disruption of the Services. Smarsh provides maintenance notifications and reminders, and Client may subscribe to such notifications and reminders, at https://status.smarsh.com/. Smarsh's normal maintenance windows are:
- Mon-Thurs between 9PM-11:59PM Eastern
- Mon-Fri between 12AM-5AM Eastern
- Friday after 6PM Eastern
- Weekends anytime

2.5　Smarsh agrees to provide Client with 48 hours' prior notice via https://status.smarsh.com/ if Smarsh must perform maintenance outside the normal maintenance windows, or if Smarsh must suspend the Services outside normal maintenance hours to perform necessary maintenance.

2.6　Premium support services may be purchased by Client as a Professional Service.