



MOBILEGUARD GOVCLOUD SERVICE LEVEL AGREEMENT

Service Level Agreement Introduction

This document is the Service Level Agreement (“SLA”) between MobileGuard and Customer for the provision by MobileGuard to Customer of MobileGuard Service. MobileGuard and Customer agree to the terms and conditions set forth in this SLA as provided below.

Service Availability

Smarsh will use commercially reasonable efforts to make the MobileGuard GovCloud Service each available with a Monthly Uptime Percentage (defined below) of at least 99.95%, in each case during Client’s calendar month billing cycle (the “Service Commitment”). In the event Smarsh does not meet the Service Commitment, Client will be eligible to receive a Service Credit as described below.

- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the MobileGuard GovCloud Service was not available. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- “Unavailable” and “Unavailability” means no users are able to access the MobileGuard Service
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by Client (excluding one-time payments such as upfront payments made for Reserved Instances) for the MobileGuard GovCloud Service for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below. Service Credits will be equal to 1/30th of Clientr monthly invoice for the MobileGuard GovCloud Service for the month in which the Monthly Percentage Uptime was not met.

Service Credits will be applied only against future payments otherwise due by Client to Smarsh. Client’s sole and exclusive remedy for any unavailability, non-performance, or other failure is the Service Credit.

Credit Request and Payment Procedures

To receive a Service Credit, Client must submit a claim to Smarsh support and Smarsh must verify that the Monthly Uptime Percentage was not met through the monitoring tools that monitor the MobileGuard GovCloud Service.

Client must report issues by submitting a support case via the Web at <http://www.smarsh.com/support> or by sending an email to 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.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit within one billing cycle following the month in which Clientr request is confirmed by Smarsh. Clientr failure to provide the request and other information as required above will disqualify Client from receiving a Service Credit.

Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of the MobileGuard GovCloud Service or any other MobileGuard GovCloud Service performance issues: (i) that result from a suspension of Client’s Service for Client’s breach of Client’s Agreement with Smarsh; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the GovCloud infrastructure (Amazon EC2 or Amazon EBS); (iii) that result from any actions or inactions of Client or any third party, including failure to acknowledge a recovery volume; (iv) that result from Client’s equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Smarsh’s



direct control); (v) that result from any maintenance; or (vii) arising from our suspension and termination of Client’s right to use the Service in accordance with Client’s Agreement (“Exclusions”).

Scheduled Downtime/Maintenance

It is expected that occasional downtime will be required to maintain and enhance MobileGuard Service. This downtime will be scheduled at least forty-eight (48) hours in advance with notice to Client if service outage will occur. Occasionally, emergency maintenance may be required in which case Smarsh will notify you of such maintenance as soon as practical.

Smarsh shall monitor MobileGuard Service three hundred sixty-five (365) days a year, seven (7) days a week and twenty-four (24) hours a day, and shall use reasonable efforts to address Unavailability.

- 1.1 Client may find support FAQ’s here: <http://www.smarsh.com/support/>. Client must report issues by submitting a support case via the Web at <http://www.smarsh.com/support> or by sending an email to 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. <i>Or</i> 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

