

MOBILEGUARD
ON PREMISE SERVICE LEVEL AGREEMENT

This document is the Service Level Agreement (“SLA”) between Smarsh and Client for the provision by MobileGuard on Premise deployment. The MobileGuard on Premise service is provided by Smarsh to Client.

Patches and Fixes

Recognizing the unpredictable nature of bug fixes and patch releases, to the extent commercially reasonable, Smarsh will notify Customer in writing of all such changes that affect the use of MobileGuard Service, at the earliest practicable date prior to commercial release. We release software monthly and make it available to customers.

Trouble Identification and Resolution Process

Smarsh will escalate issues internally referencing the Severity Level and within the given time frame (below).

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.

SLA Severity Levels

SEVERITY LEVEL	GUIDELINES FOR INCIDENT LEVELS	RESPONSE TIME	FOLLOW-UP WITH CUSTOMER
1	Major application problem within Smarsh’s Span of Control that causes the system to be down. Urgent attention is required to minimize the business impact.	30 Minutes	Smarsh will seek to make first contact with Customer within 30 minutes of notification of incident by Customer. Thereafter, updates will be provided promptly after new information about the incident is available.

2	<p>This incident level is reached when the following conditions are met due to items within Smarsh's Span of Control:</p> <ul style="list-style-type: none"> • An unplanned incident causing a five percent (5%) to twenty-five percent (25%) loss of message capture and archive capability. • Recent modifications to the system cause services to operate in a way that is materially different from those described in the service description. 	1 Hour	<p>Smarsh will seek to make first contact with Customer within 30 minutes of notification of incident by Customer.</p> <p>Thereafter, updates will be provided promptly after new information about the incident is available.</p>
3	<p>This incident level is reached when the following conditions are met due to items within Smarsh's Span of Control:</p> <ul style="list-style-type: none"> • An unplanned incident causing less than five percent (5%) loss of message capture and archive capability. • Recent modifications to the system cause services to operate in a way that is materially different from those described in the product definition for non-essential features. 	Eight (8) hours	<p>Smarsh will seek to make first contact with Customer within 8 hours of notification of incident by Customer.</p> <p>Thereafter, updates will be provided promptly after new information about the incident is available.</p>
4	Incidents and application issues that have minimal or no impact on the business and do not affect the operation of the system	As soon as practicable	Smarsh will seek to make first contact with Customer 72 hours prior to maintenance
5	Feature Requests	Will be a mutually accepted time determined by requestor and Smarsh.	Feature requests will be dealt with during normal business hours. Customer will be contacted regarding feature request by end of next business day.

“Smarsh’s Span of Control” shall be defined as those areas of functionality and technology, including hardware and software used in the provision of MobileGuard Service that is under the direct control of Smarsh.

Customer Obligations

Customer will, through Smarsh escalation contacts, advise Smarsh of all scheduled maintenance on its network, including its on- or off-premise email archives, that will affect in any significant manner the sending of messages to or from Smarsh for processing by the MobileGuard Service. Customer will also, through Smarsh escalation contacts, advise Smarsh of any unplanned outages in its IT environment relating to the same. Customer will provide reasonable cooperation, assistance, information, and access to personnel as may be required for Smarsh to perform its obligations hereunder.

